

**Town of Westport
Wakeman Town Farm
PARTICIPATION AGREEMENT AND RELEASE OF LIABILITY**

In consideration of accepting me, and/ or my minor child, _____, ("Participant") to participate in an event or program at Wakeman Town Farm, (hereinafter the "Farm") and related events or activities, I, the Undersigned, acknowledge and agree as follows:

- 1) **Nature of Activities:** The Undersigned understands that the activities at the Farm may include work that could be hazardous to the Participant, including, but are not limited to, working with animals and plants, cooking, doing construction, building, painting, working with tools, and loading and unloading, (hereinafter "Activities"). The Undersigned also understands that the Activities may include recreational pursuits with inherent physical challenges, risks and dangers. I agree to assume all risks associated with the Activities at the Farm for myself or my child.
- 2) **Parental Consent:** The Undersigned understands the Nature of the Activities and confirms that Participant is qualified to participate at the Farm.
- 3) **Safety Policies:** The Undersigned has read and accepts the safety policies and procedures as detailed on the Wakeman Town Farm website at www.wakemantownfarm.org and in the Parent Information Packet if applicable.
- 4) **Release and Indemnity:**

The Undersigned, on behalf of myself and/or minor child, does hereby release, forever discharges and covenants not to sue, and agrees to indemnify, defend and hold harmless, the Town of Westport, its officers, directors, agents, servants, representatives, employees and volunteers, and their heirs, successors and assigns from any and all liability, claims, causes of action, costs and expenses (including but not limited to court costs and attorneys' fees) and other demands, of whatever kind or nature, whether known or unknown, and either in law or in equity, which arise or may hereafter arise from Participant's participation in Activities at the Wakeman Town Farm.

The Undersigned understands and agrees that this Release discharges the Town of Westport, and its officers, directors, agents, employees and volunteers from any liability or claim that the Participant may have against any of them with respect to any personal injury, illness, death or property damage that may result from Participant's participation at the Wakeman Town Farm including, but not limited to, any claim that may arise on account of any first aid, treatment or service rendered in connection with Participant's participation at the Farm.

The Undersigned expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Connecticut, and that this Release shall be governed by and interpreted in accordance with the laws of the State of Connecticut. The Undersigned agrees that in the event that any clause or provision of this Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release that shall continue to be enforceable.

- 5) **Photographic and Video Release:** The Undersigned does hereby grant and convey unto the Town of Westport all right, title, and interest in any and all photographic images and video or audio recordings made by the Town during Participant's participation at the Farm, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.

The Undersigned, has executed this Participation Agreement and Release of Liability on behalf of himself/herself, his/her heirs and assigns, executors and administrators and on behalf of him/herself and/or the minor Participant, his/her heirs and assigns, executors and administrators.

Participant Name (Print)

Date

Parent/Legal Guardian (Print)

Parent/Legal Guardian (Sign/date)