STEPPING STONES
FARM & RETREAT CENTER

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General Release and Waiver of Liability

NOTICE: THIS IS A LEGAL DOCUMENT THAT AFFECTS YOUR LEGAL RIGHTS.

This General Release and Waiver of Liability (Release) executed on this _____ (date), by

_____ (Participant)

whose permanent address is _____ and Stepping Stones Farm & Retreat Center, LLC (Company), a New Hampshire limited liability company, as respects at 19 Putnam Road, Temple, NH, and other local property.
Participant understands that s/he is coming to a working farm with a variety of animals and historic buildings which may involve exposure to hazards and dangers that may result in legal liabilities, bodily injury, death, or property loss or damage to Participant or Participant's animal(s).
Participant hereby freely, voluntarily, and without duress executes this Release under the following terms:

1. COMPETENCY TO ENGAGE IN CONTRACT. Participant certifies that they are at least 18 years of age or their Parent or Guardian is at least 18 years of age and signing on their behalf, and are physically and mentally able to participate safely in the Activity.

2. WAIVER AND RELEASE. Participant waives, releases, and forever discharges all claims against the Company and its officers, employees, volunteers, agents, and representatives, The Stables at Stepping Stones LLC and its officers, employees, volunteers, agents and representatives, the Isabella Martin Revocable Trust and its agents and representatives, the Isabella Hagner Revocable Trust and its agents and representatives, and the Isabella McDaniel Revocable Trust and its agents and representatives (Released Parties) for any injuries, damages, losses or claims, whether known or unknown, which arise during or result from the Activity, except only to the extent caused by the sole negligence or intentional misconduct of the Released Parties.

3. ACKNOWLEDGEMENT AND ASSUMPTION OF RISK. Under N.H. RSA 508.19, Participant expressly acknowledges and agrees that access, use and/or involvement with any Released Parties services may involve potentially dangerous and physical activities that may lead to personal and/or bodily injury, death, temporary or permanent disability, loss of services, loss of consortium, or damage to or loss of property. Participant accepts and voluntarily incurs all risks of any such injuries, damages, or harm which arise during or results from the Activity, except only to the extent caused by the sole negligence or intentional misconduct of the Company or Released Parties.

4. EMERGENCY MEDICAL CONSENT. Participant hereby □ consents or □ does not consent to emergency medical care at the discretion of Released Parties.

5. INDEMNIFICATION AND HOLD HARMLESS. Participant agrees to indemnify and hold the Released Parties harmless from all losses, liabilities, damages, costs or expenses (including but not limited to reasonable attorneys' fees and other litigation costs and expenses) incurred by any of the Released Parties as a result of any claims or suits brought

against any of the Released Parties to recover any losses, liabilities, costs, damages, or expenses which arise during or result from the Activity, except only to the extent caused by the sole negligence or intentional misconduct of any of the Released Parties.

6. DISCLAIMER OF WARRANTIES. Participant acknowledges and agrees the services, including without limitation, any products, goods, services, advice, or any other information provided therein are provided "as is" and "as available," with all faults, errors and omissions, and without any performance assurances or guarantees of any kind. Released Parties expressly disclaim any and all warranties, conditions, and presentations, express or implied, regarding the Released Parties services, including without limitation any implied warranties of merchantability, fitness for a particular purpose, non-infringement, satisfactory quality, uptime, accessibility, and warranties arising from course of dealing, usage or trade practice. Released Parties further make no guarantee or warranty as to the particular goals, results, benefits or outcomes that may be achieved or obtained through use of any Released Parties services. Participant agrees to use said services at Participant's sole risk. Participant will not hold Released Parties, licensors and suppliers, as applicable, responsible for any loss or damage that results from access or use of Released Parties services.

7. RULES. Participant agrees to follow all posted and stated rules and directions from Company and its officers, employees, volunteers, agents, and representatives. Participant understands that failure to comply with posted rules and/or verbal directions by Released Parties may result in Participant's removal from the property without a refund of any fees paid.

8. GOVERNING LAW. This Release shall be governed, construed, and interpreted by, through, and under the Laws of the State of New Hampshire in an as broad and inclusive manner as permitted by law.

9. SEVERABILITY. If any provision of this Release, or the application thereof, shall, for any reason and to any extent, be invalid or unenforceable, the remaining provisions shall not otherwise be affected and shall continue to be fully enforceable.

10. BINDING EFFECT. The covenants, obligations, and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto.

11. MODIFICATION. Attachments to this Release are a part of this Release. No oral provisions have been made. This Release with its attachments is the entire agreement between Participant and Company. The parties hereby agree that this document contains the entire agreement between them and this Release shall not be modified, changed, altered, or amended in any way except through a written amendment signed by all of the parties hereto.

Participant has read and understood and agrees to all the terms and conditions contained in this Release.

_____ _____

Participant Signature Date

If you would like to be on our Email list to get the Farm E-Newsletter, please give us your name and email. We would love to let you know what is happening at the farm. We promise never to share it with anyone else!

Name: _____Email: _____

Please write clearly!

19 Putnam Road | Temple, NH | 603.321.5255
https://www.steppingstonesfarm.com