



# LEDDY'S HOMESTEAD

533 County Road 2980 Alba, TX 75410 · (903) 474 2400

[leddyshomestead@yahoo.com](mailto:leddyshomestead@yahoo.com) · [www.leddyshomestead.com](http://www.leddyshomestead.com) · [www.facebook.com/leddyshomestead](http://www.facebook.com/leddyshomestead)

## Liability waiver and Photo Release

I HAVE CHOSEN TO PARTICIPATE (OR, HAVE CHOSEN TO HAVE MY MINOR CHILD(REN) TO PARTICIPATE IN THE FARM TOUR AT **LEDDY'S HOMESTEAD**, AND THE ACTIVITIES INCIDENTAL OR RELATED THERETO AND FURTHER AGREE ON BEHALF OF MYSELF (OR, IF APPLICABLE, ON BEHALF OF MY MINOR CHILD(REN)) TO THE FOLLOWING:

1. I understand that I (and/or, my minor child(ren)) will be solely responsible for the actions, conduct, and safety of myself (or, my minor child(ren)) during the activities, including following the rules, regulations, and inspections. I confirm that I (and/or, my minor child(ren)) have no medical conditions or physical limitations which could affect mine or their ability to participate in the activities.
2. I understand that there are certain risks inherent in participation in the activities incidental or related thereto, including, but not limited to, risk of illness, bodily injury, property loss and death.
3. I understand that my participation (and/or my minor child(ren)'s participation) in the activities is entirely voluntary, that attendance or participation is not required and is not part of any duties, responsibilities, or conditions of employment.
4. In consideration for and as a condition to participation in the activities, I, for myself and on behalf of my personal representatives, executors, heirs, next of kin and anyone else who might now or in the future claim by or through me (and/or, where applicable, my minor child(ren) or ward(s) and his/her/their personal representatives, executors, heirs, next of kin and anyone who might now or in the future claim by or through him/her/them), do hereby:
  - a. grant Leddys Homestead and its affiliates, and any of their respective owners, employees, officers, directors, independent contractors, vendors and agents (collectively, the "Leddys Homestead Parties") an irrevocable, royalty-free license to use my name, photograph, image, voice, likeness and any identifiable attributes (and/or, where applicable, the name, photograph, image, voice, likeness and any identifiable attributes of my minor child(ren) or ward(s)), in whole or in part, in any media (the "Images") for advertising, trade and any other lawful purposes now and in the future without further notification, inspection or approval and at no cost to them and with no compensation to me or, where applicable, my minor child(ren) or ward(s) (provided, however, that neither Leddys Homestead nor any Leddys Homestead party shall be obligated to use the Images in any way) and further agree that Leddys Homestead or any Leddys Homestead Party, as applicable, shall be the exclusive owner of any and all rights, including copyrights in the Images; and
  - b. being fully aware of the inherent risks associated with participation in the activities, expressly, knowingly, and voluntarily assume the risk of property damage, injury, illness, death or other harm due to any act, event, or omission, including but not limited to negligent acts or omissions, by any Leddys Homestead Party arising from or in any manner related to my participation (and/or, where applicable, my minor child(ren)'s or ward's participation) in the Activity; and
  - c. release, discharge, covenant not to sue, indemnify, hold harmless, and absolve the Leddys Homestead Parties from and against any and all injuries, damages, claims, actions, rights, liabilities, causes of action, demands or otherwise, whether for personal injuries, property damage, illness, death or any other loss,

damages or expenses by or on behalf of myself (and/or, where applicable, my minor child(ren) or ward(s)) which I have or may have (and/or, where applicable, that my minor child(ren) or ward(s) has or may have or that I as the parent or guardian have or may have for, by, or through them) including those arising from the partial or sole negligence of any Leddy's Homestead and/or staff member, arising from or in any manner related to my participation (and/or, where applicable, my minor child(ren)'s or ward's participation) in the Activity or use of the Images.

5. If signing on behalf of a minor child(ren) or ward(s), I certify that I am the father, mother or legal guardian of the minor child(ren) or ward(s), have fully read and understand this Agreement, have the full legal right and capacity to execute this Agreement and will not seek to disaffirm this Agreement. I understand that I am waiving and releasing any right of the minor child(ren) or ward(s) and any right that any parent or guardian might have to sue or make claim against any Leddy's Homestead Party for any personal injuries, property damage, illness, death or any other loss, damages or expenses, including those arising from the partial or sole negligence of any Homestead Party, arising from or in any manner related to my minor child(ren)'s or ward's participation in the Activity or use of the Images.
6. If signing on behalf of myself, I certify that I am at least 18 years old, have fully read and understood this Waiver, Release and Covenant Not to Sue (the "Agreement"), have the full legal capacity to execute this Agreement and will not seek to disaffirm this Agreement
7. I hereby agree that if any court of competent jurisdiction shall declare any provisions of this Agreement to be unenforceable in any respect, such unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such unenforceable provision or provisions had never been contained herein.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS.  
**I AM AWARE THAT MY CHILD(REN) MAY BE EXPOSED TO ANIMALS MATING .**  
THIS AGREEMENT INCLUDES A WAIVER OF LIABILITY AND RELEASE, AN ASSUMPTION OF RISK, AND AN AGREEMENT BY ME TO INDEMNIFY LEDDY'S HOMESTEAD AND STAFF, AND I SIGN IT OF MY OWN FREE WILL.

Yes  No I agree to allow **Leddy's Homestead** to take photographs of those listed below during events. I understand that these photographs may be used in advertising, posted on the premises, or used on our Website/Facebook/Instagram.

Date: \_\_\_\_\_, 20\_\_\_\_

Printed name of all Participants:	Minor?	Signature of Participant, if over 18
_____	Y N	_____
_____	Y N	_____
_____	Y N	_____
_____	Y N	_____

If Participant(s) is a minor:

Print name of Parent/Guardian: \_\_\_\_\_

Signature of Parent/Guardian: \_\_\_\_\_

