

Boulder Valley Waldorf School
INFORMED CONSENT AND RELEASE AGREEMENT
For Adults visiting Aspen Moon Farms fields at BVWS

I intend to participate in a fieldtrip ("Fieldtrip") conducted by Shepherd Valley School & Garden, Inc., dba Boulder Valley Waldorf School ("School"), to the farm operated by Aspen Moon Farm LLC, a Colorado limited liability company ("AMF"). I understand the farm is located on land owned by the School, which land is leased to Boulder Valley Farm and Orchard LLC, a Colorado limited liability company ("BVFO"), and a portion of which land is subleased to AMF.

In consideration for being permitted by the School to participate in the Fieldtrip, I voluntarily assume all risks in connection with my participation in the Fieldtrip. I acknowledge the risks inherent in the Fieldtrip, including, without limitation, physical exertion, muscle and joint injury, and other bodily injury resulting from, among other causes, falls, falling objects, equipment, and other participants, and risk of damage to crops and other property, and, by my signature below, I knowingly agree to assume all risks in connection with my participation in the Fieldtrip.

As further consideration for my participation in the Fieldtrip, I hereby waive, exempt, release and discharge the School, BVFO and AMF, and their respective owners, directors, officers, trustees, members, managers, employees and agents, from any and all liabilities, costs, damages, claims, demands, actions or causes of action whatsoever arising from or related to my participation in the Fieldtrip, including, without limitation, any damage, loss or injury to me or to my property, or any harm, injury, damage or loss to any other person or to crops or property that I may cause while participating in the Fieldtrip. I further voluntarily agree to defend (with counsel selected by the indemnified party), indemnify and hold harmless the School, BVFO and AMF, and their respective owners, directors, officers, trustees, members, managers, employees and agents, from and against any and all liabilities, costs, damages, claims, demands, actions or causes of action whatsoever, including, without limitation, attorneys' fees and costs, arising from or related to my participation in the Fieldtrip, including, without limitation, any damage, loss or injury to me or to my property, or any harm, injury, damage or loss to any other person or to crops or property that I may cause while participating in the Fieldtrip. I further acknowledge and agree that I will not at any point in the future commence any action, suit or other proceeding against the School, BVFO or AMF, or their respective owners, directors, officers, trustees, members, managers, employees or agents, seeking to recover for one or more of the liabilities, costs, damages, claims, demands, actions or causes of action released herein. I further acknowledge and agree that the foregoing waivers, exemptions, releases and discharges, as well as my defense, indemnification and hold harmless obligations and my covenant not to sue, shall, to the maximum extent permitted by applicable laws, apply regardless of the negligence (but not gross negligence) of the School, BVFO or AMF, or any of their respective owners, directors, officers, trustees, members, managers, employees or agents.

I authorize the School to obtain or provide routine or emergency medical care for me, to transport me to a medical facility and to provide treatment (including but not limited to injection, anesthesia, or surgery) it considers necessary for my health. I agree to pay all costs associated with that care and transportation.

This release shall be binding upon me and inure to the benefit of the School, BVFO and AMF and each of their respective successors and assigns.

This release is governed by and shall be construed in accordance with the substantive laws of the State of Colorado (without giving effect to Colorado's choice of law principles).

I certify that I have carefully read this document, that I fully understand its terms and conditions and that I have signed it voluntarily and willingly. **THIS RELEASE AND LIABILITY WAIVER SHOULD NOT BE SIGNED IF YOU DO NOT UNDERSTAND IT OR DO NOT AGREE WITH ITS TERMS.**

Signature

Printed Name

Date



ASPEN MOON FARM



HYGIENE, CO



USDA Certified Organic & Demeter Certified Biodynamic



Farm Safety Rules (FSR)

draft 8.23.16

- All children must be accompanied by a teacher or parent. Preferably a 10:1 ratio or less.
- It is the school's responsibility to ensure that all children/parents/teachers must have a signed waiver on file.
- All children/parents/teachers must wear proper attire including: close-toed shoes w/socks, long pants, and long sleeves.
- No playing with or climbing on the equipment, tractors, trailers, hay piles, etc. without permission from AMF staff.
- Do not touch any irrigation piping, valves, or materials. Do not go near the irrigation ponds or ditches.
- No playing or congregating on the dirt "farm roads".
- Do not enter, harvest, or weed any of the production fields without permission from AMF staff and AMF supervision.
- Do not enter Monarch Park West without notice/permission.