

Date of Field Trip or Tour: \_\_\_\_\_

Group Name: \_\_\_\_\_

Group Leader Printed Name: \_\_\_\_\_ Signature: \_\_\_\_\_

**All Minors Under the age of 18 must have a parent or legal guardian sign for their consent.**

**Must Be Completed for Participants Under 18 Years Of Age**

I represent that I have complete and absolute authority to bind, contract for and legally act on behalf of the minor child/children listed below and have the legal authority to make the waivers and releases contained here. I understand and acknowledge that McClain Safari, Pumpkin Patch, and other activities rely to its detriment on this representation and would not allow the minor child/ children to participate in its programs or activities without this representation. In consideration of the minor child/ children listed below being permitted by McClain Resort to participate in its programs and activities and to use its equipment and facilities, I further agree to indemnify and hold McClain Lodge, LLC, its owners, agents, volunteers, employees, officers and directors and any and all said landowners harmless from any and all claims which are brought by or on behalf of any minor child listed below, and which are in any way connected with such use of participation by any such minor child.

**Print Name(s) of Minor(s) and Age(s) Below**

Printed Name: \_\_\_\_\_ Age: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Age: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Age: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Age: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Age: \_\_\_\_\_

**PARENT, GUARDIAN, OR CUSTODIAN MUST FILL OUT INFORMATION BELOW:**

Parent, Guardian, or Custodian Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name of Parent, Guardian, or Custodian: \_\_\_\_\_

Address: \_\_\_\_\_

## ASSUMPTION OF RISK, ABSOLUTE INDEMNITY, WAIVER AND RELEASE FROM LIABILITY

In consideration of McClain Lodge, LLC, a Mississippi limited liability company (the "Lodge"), permitting me and/or my minor child for which I am a parent/legal guardian to participate in the Lodge's Pumpkin Patch, Safari Tour, Petting Zoo, Safari Drive Through, and/or other activities on McClain Lodge property or further described below (collectively, the "Activities"), which participation is granted in the sole discretion of the Lodge and can be revoked or denied by the Lodge at any time, I, on behalf of myself and my spouse, parents, children, agents, fiduciaries, heirs, estate, administrator, executor, assigns, and any other individual or entity acting on my behalf, agree to indemnify, release, hold harmless, and discharge the Lodge and its employees, agents, contractors, representatives, officers, board of directors, shareholders, members, managers, property owners, and any other individual or entity acting on its or their behalf ("Indemnified Parties") from any and all liability of any kind or nature which may arise in connection with or relating to any of the Activities in which I may participate. I sign this Agreement voluntarily and with full knowledge and understanding of the rights I hereby grant, waive, and release, and that I am knowingly and intentionally waiving all my rights to bring lawsuits and make claims for any reason whatsoever.

The Activities entail known and unknown risks that could result in injury or death to me and/or minor children for which I am a parent/legal guardian or otherwise responsible, any heirs, personal representatives, or assigns and by participating in the Activities, I am assuming all risks associated with the Activities, including those associated with the equipment, facilities, and premises of the Lodge and any damage, loss, or theft of my personal property including any damage to vehicles. I Understand That the Activities Include Inherently Dangerous Activities Like Climbing Hay, Access to Heavy Pumpkins and Other Materials, The Obstacle Maze, Hay Slide, Moving Vehicles, Petting and Feeding Wild Animals, And Any Other Activities in The Pumpkin Patch, Safari-Drive Thru, Petting Zoo, Safari Wagon Tours, and Anything Else Located on The Company's Premises. I Acknowledge That the Behavior of Wild Animals Can Be Unpredictable. I assume full responsibility for personal injury, accidents and or illness, including but not limited to sprains, torn muscles, bites, wounds, scrapes, abrasions and/or contusions; head, neck and/or spinal injuries, bites or attacks by animals or insects, allergic reactions, shock, paralysis, coma or death and related expenses that are related to me and/or minor children for which I am a parent/legal guardian or otherwise responsible, any heirs, personal representatives, or assigns. The Activities may result in injury or death from, for example, lack of protective clothing and equipment, slipping and/or falling on and/or off equipment, collision with fixed objects and/or people, petting or feeding wild animals, my behavior and/or the behavior of others, and my failure or the failure of others to follow instructions. I certify that I and/or minor children for which I am a parent/legal guardian or otherwise responsible, any heirs, personal representatives, or assigns do not have any medical or physical condition or limitation that will interfere with my or their ability to safely participate in the Activities. I certify that I and/or minor children for which I am a parent/legal guardian or otherwise responsible, any heirs, personal representatives, or assigns have adequate health insurance to cover any injury or damage that I may suffer, and I agree to personally bear the costs of such injury or damage.

By signing this Agreement, I am granting the Lodge the irrevocable right and permission to photograph and/or record me, my spouse, and/or my child(ren)/ward(s) in connection with the Activities and to use the photographs and/or recordings for all purposes, including advertising and promotional purposes, in any manner and all media now or hereafter known, in perpetuity throughout the world, without restriction as to alteration. I waive any right to inspect or approve the use of any such photograph and/or recording and acknowledge and agree that the rights granted to this release are without compensation.

In the McClain Resort Liability Release, each of the undersigned hereby acknowledges under the terms set forth herein, for themselves and on behalf of to me and/or minor children for which I am a parent/legal guardian or otherwise responsible, any heirs, personal representatives, or assigns, and represent the following: That he/or she has read the foregoing release and waiver of liability, indemnity agreement, and McClain Resort rules for any Resort function, activity, and/or Safari. That the owner/driver has a valid driver's license if entering the Safari Park. That the owner/ driver certifies that he/she has inspected this vehicle and the vehicle is in good mechanical condition if entering the Safari Park. That he/she has read all posted rules and regulations and agrees to abide by them fully. This Agreement applies to all costs, expenses, damages, claims, judgments, or other losses, including but not limited to, reasonable attorneys' fees and legal costs and reasonable and necessary costs incurred by the Lodge ("Damages") that are a result of or arising from or connected in any way with any Activities.

This Agreement is governed by the laws of the state of Mississippi, without regard to the choice of law rules of any other state and constitutes the entire agreement between me and the Lodge with respect to the matters addressed herein, and it supersedes any prior agreement or understandings between us, oral or written, all of which are hereby canceled. This Agreement may only be amended through a written consent between me and the Lodge. If any term(s) of this Agreement is held invalid, unenforceable, or otherwise illegal, the remaining terms of the Agreement shall remain in full force and effect, and the application of its terms to any other person or circumstance shall not be affected, such provision being reformed to the extent (and only to the extent) necessary to make it enforceable, valid, and legal. All references to "I", "me", "my", "person signing below" and similar words shall include any minor on whose behalf I sign this Agreement.

The provisions, covenants, conditions, and indemnities contained in this Release shall survive the term of all my activities with McClain Lodge, LLC and my stay on McClain Lodge, LLC's premises. By signing this release, I understand and voluntarily agree to each term of this release: (a) I have had ample opportunity to read this Release and have done so; (b) I fully understand and voluntarily agree to each term of this release; (c) I have the authority to sign this release for each person listed on the following page; (d) I am under no duress of requirement to sign this Release; I have not been induced to sign this Release by any statement or conduct of McClain Lodge, LLC, its agents, volunteers, employees, officers, and/or directors or owners; and (g) I have the mental competency to understand and enter into this Release.