

Darby Acres Farm, LLC - Traveling Petting Zoo
We bring the Zoo to You!

Darby Acres Farm provides a unique opportunity for education and fun all in one!
We bring fun farm friends and unique exotic animals to you!

Depending on the traveling package chosen, groups will be able to learn about and have direct contact with live animals that may include but are not limited to: farm animals such as Horse, Donkey, Llama, Goat, Sheep, Pig, Chicken, Duck, Rabbits, and exotic animals such as Kinkajou, Skunk, Fennec Fox, Ferret, Chinchilla, Bearded Dragon, Sulcata Tortoise, Albino Ball Python, Gecko Lizard, Bennett Wallaby, Patagonia Cavy, Armadillo, Lemur, Monkey, Paca, among other animals that may not be listed.

(IMPORTANT: PLEASE READ THE FOLLOWING LEGAL DOCUMENT CAREFULLY)

Waiver and Release from Liability for Petting Farm

I, (adult or minor child) HEREBY WAIVE AND RELEASE, indemnify, hold harmless and forever discharge Darby Acres Farm LLC and its agents, employees, officers, directors, affiliates, successors and assigns, of and from any and all claims, demands, debts, contracts, expenses, causes of action, lawsuits, damages and liabilities, of every kind and nature, whether know or unknown, in law or equity, that I or Child ever had or may have arising from or in any way related to my/child's participation in any events or activities conducted by, on the premises of, or for the benefit of, Darby Acres Farm LLC provided that this waiver of liability does not apply to any acts of gross negligence, or intentional, willful or want on misconduct.

I understand that the activities that I/children will participate in and that I/children will see are inherently dangerous and may cause serious or grievous injuries, including bodily injury, damage to personal property and/or death. I/children will be in direct contact with animals that include but are not limited to: goats, rabbits, pigs, horses, chickens, etc. and exotic animals such as Kinkajou, Skunk, Fennec Fox, Ferret, Chinchilla, Bearded Dragon, Sulcata Tortoise, Albino Ball Python, Gecko Lizard, Bennett Wallaby, Patagonia Cavy, Armadillo, Lemur, Monkey, Paca, among other animals that may not be listed.

I understand that, as with most animals, they may react in an unpredictable way to sounds, sudden movements, people, or other animals that could result in injuries to people. On behalf of myself, said children, my heirs, assigns and next of kin, I/children waive all claims for damages, injuries and death sustained to me/children or property, that I/children may have against the aforementioned released party to such activity.

By this waiver, I/children, assume any risk, and take full responsibility and waive any claims of personal injury or death or damage to personal property with Darby Acres Farm LLC including but not limited to visiting the petting farm, observing or interacting with the animals, using the facility and its equipment in any manner, form or fashion, and practicing and/or engaging in other related activities including the initiating of prohibited contact with the animals on and off the premises and disobeying any Petting Farm regulations both posted and unposted. It is a condition of entry that visitors observe all warning signs, do not venture over exhibit safety barriers and do not enter the petting Farm's off limit areas.

This WAIVER AND RELEASE contains the entire agreement between parties, and supersedes any prior written or oral agreements between them concerning the subject matter of this WAIVER AND RELEASE. The provisions of the WAIVER AND RELEASE may be waived, altered, amended or repealed, in whole or in part, only upon the prior written consent of all parties. The provision of this WAIVER AND RELEASE will continue in full force and effect even after the termination of the activities conducted by, on the premises of, or for the benefit of Darby Acres Farm LLC, whether by agreement, by operation of law, or otherwise.

I have read, understand and fully agree to the terms of this WAIVER AND RELEASE.

I understand and confirm that by signing this WAIVER AND RELEASE that I/children have given up considerable future legal rights. I have signed this Agreement freely, voluntarily, under no duress of threat of duress, without inducement, promise or guarantee being communicated to me. My signature is proof of my intention to execute a complete and unconditional WAIVER AND RELEASE of all liability to the full extent of the law. I am 18 year of age or older, and/or legal guardian of children, and mentally competent to enter into this waiver.

Please Initial one of the following

_____ I Do

_____ I Do Not

authorize Darby Acres Farm, LLC, to publish photographs taken of myself and/or the minor child or children listed above, and our names and likenesses, for use in the Darby Acres Farm, LLC's print, online and video-based marketing materials, as well as other Company publications. By checking "I Do", I acknowledge that participation is voluntary and that neither I, the minor child, or minor children will receive financial compensation of any type associated with the taking or publication of these photographs or participation in company marketing materials or other Company publications. I hereby release Darby Acres Farm, LLC, its contractors, its employees and any third parties involved in the creation or publication of Company publications, from liability for any claims by me or any third party in connection with my participation or the participation of the minor children listed below.

I understand that this agreement contains a promise not to sue Darby Acres Farm, LLC or their employees.

Date: _____

Printed Name of Children: _____

Printed Name of Adult(s): _____

Signature: _____