

**Renuma Lu, Inc.**  
 17556 Aiken Rd., Louisville, KY 40245  
**RELEASE OF LIABILITY, WAIVER OF CLAIMS AND  
 INDEMNITY AGREEMENT**

First name _____	M.I. _____	Last name _____	Phone number _____	Date of birth _____	Age _____
Address _____		City _____	State _____	Zip _____	
E-mail address _____					
List any medical conditions or allergies to any medications _____					
Emergency contact name _____			Relationship to participant _____	Emergency contact phone _____	

**RELEASE OF LIABILITY:** This Release of Liability, Waiver of Claims and Indemnity Agreement (the "Agreement") is entered into by the undersigned in favor of Jon and Jessica Burt and Renuma Lu, Inc., a Kentucky Nonprofit Corporation, and its respective members, officers, employees and agents, (collectively the "Released Parties" and each a "Released Party"). In consideration for my being permitted to enter upon the real property located at 17556 Aiken Road, Louisville, Kentucky 40245 (the "Real Property"), which is a farm animal facility, as well as participate and engage in activities planned, directed, and/or sponsored by Renuma Lu, Inc., including but not limited to farm animal activities as defined in KRS 247.4015, gardening activities, etc. ("Nonprofit Activities"), I acknowledge and agree as follows:

1. **Inherently Dangerous Activity:** I acknowledge that farm animals can be unpredictable and fully realize and appreciate that there are certain dangers inherent in being present at and on a working farm such as the Real Property, including the risks of property damage, personal injury and even death. I recognize that farm animals can and often do react rapidly and in unpredictable ways to a variety of stimuli and even for no apparent reason at all. I further recognize that as a working farm, light and heavy duty machinery is utilized on the Real Property. I understand that the actions of any other person or animal cannot necessarily be controlled, and that my safety and the security of my property cannot be guaranteed while on the Real Property and participating in Nonprofit Activities.

2. **Assumption of Risks:** I acknowledge the following provision of Kentucky Revised Statutes, Section 247.4027:

**WARNING**

**"Under Kentucky law, a farm animal activity sponsor, farm animal professional, or other person does not have the duty to eliminate all risks of injury of participation in farm and animal activities. There are inherent risks of injury that you voluntarily accept if you participate in farm animal activities."**

Understanding that there is risk of serious physical harm and even possibly death and that I have been reasonably warned of the inherent risks involved, I voluntarily choose to participate in Nonprofit Activities and to be around farm animals, and EXPRESSLY ASSUME THE ASSOCIATED RISKS, INCLUDING THE RISK OF INJURY AND DEATH, WHETHER CAUSED BY THE RISKS INHERENT IN PARTICIPATING IN NONPROFIT ACTIVITIES, THE NEGLIGENCE OF ANY OF THE RELEASED PARTIES, OR ANY OTHER CAUSE. I accept full and complete responsibility for the safety of myself and personal property.

I realize that this waiver refers to and covers events that may take place after the signing of this document, and that the exact nature of any injury or loss I may suffer as a result of my being on the Real Property and/or participation in Nonprofit Activities may not be entirely foreseeable. I do realize that the extent of loss possible includes serious bodily injury or even death, and total destruction or loss of any property I may have with me while at the Real Property and while participating in Nonprofit Activities.

3. **Unpredictability of Cause, Personal Responsibility:** I understand that injuries and harm may result from working with and around farm animals from a variety of causes, including the acts or omissions of other persons, domesticated or wild animals, weather, ground conditions and other causes not necessarily predictable. I understand that it is my responsibility to control any animal I am handling or riding to the extent possible, and regardless of the acts of other humans or animals, and to act in a responsible manner to ensure to the extent possible my own safety and that of others. I further agree to convey and instruct a farm animal activity sponsor, farm animal professional, or other person associated with Nonprofit Activities of my particular ability to participate and engage safely in Nonprofit Activities.

I further acknowledge Kentucky Revised Statutes, Section 247.4019, which provides in part:

**"A farm animal activity participant shall act in a safe and responsible manner at all times to avoid injury to the participant and others and to be aware of risks inherent in farm animal activities to the best of the participant's ability."**

4. **Release and Waiver of Claims:** On behalf of myself, my heirs, successors in interest, guardians, legal representatives and assigns, I HEREBY RELEASE AND FOREVER DISCHARGE THE RELEASED PARTIES, JOINTLY AND SEVERALLY, FROM ALL CLAIMS, ACTIONS, DEMANDS, RIGHTS, CAUSES OF ACTION AND LIABILITIES, IN LAW OR IN EQUITY, WHETHER MY OWN OR DERIVATIVE CLAIMS, BASED UPON ANY BODILY INJURY OR DISABILITY, ILLNESS OR DISEASE, DEATH, FINANCIAL LOSS, PROPERTY LOSS, DAMAGE, DESTRUCTION OR OTHER HARM OF WHATEVER NATURE THAT MAY BE SUSTAINED OR SUFFERED BY ME OR BY ANY OTHER PERSON AS A CONSEQUENCE OF MY BEING PRESENT AT THE REAL PROPERTY AND/OR MY PARTICIPATION IN NONPROFIT ACTIVITIES, WHETHER CAUSED BY THE

NEGLIGENCE OF THE RELEASED PARTIES, A THIRD-PARTY, OR OTHERWISE, provided that nothing in this Section 4 shall be deemed to release any Released Party from liability arising from their own gross negligence, willful or intentional injury to me or my property.

5. **Promise Not to Bring Suit:** I am aware of and agree to comply with Kentucky Revised Statutes Section 247.402, which provides:

**“The inherent risks of farm animal activities are deemed to be beyond the reasonable control of farm animal activity sponsors, farm animal professionals, or other persons... [N]o participant or representative of a participant who has been reasonably warned of the inherent risks of farm animal activities shall make any claim against, maintain an action against, or recover from a farm animal activity sponsor, a farm animal professional, or any other person for injury, loss, damage or death of the participant resulting from any of the inherent risks of farm animal activities.”**

6. **Indemnification:** I agree to indemnify, defend, and hold harmless each of the Released Parties from and against any and all claims, suits, demands, liabilities, damages, losses, costs and expenses, including but not limited to damages, attorneys' fees and other costs of defense arising from or in connection with the injury, illness or death of any person or the damage, destruction or loss of any of my or others' property which might result from my actions or inactions while being present on the Real Property and/or participating in Nonprofit Activities.

7. **Kentucky Law, Jurisdiction:** The terms of this Agreement shall be governed by and interpreted according to the laws of the Commonwealth of Kentucky. Venue shall be the court of competent jurisdiction in Jefferson County, Kentucky.

8. **Severability:** I agree that this document is intended to be as broad and inclusive as is permitted by Kentucky law. If any portion of this Agreement is determined to be invalid, illegal or unenforceable, that portion shall be severable, and the validity, legality and enforceability of the balance of the Agreement shall not be affected or impaired in any way and shall continue in full legal force and effect.

9. **Representations and Warranties:** I hereby warrant that:

(A) I HAVE VOLUNTARILY EXECUTED THIS AGREEMENT OF MY OWN FREE WILL, WITHOUT DURESS OR PRESSURE FROM ANY PERSON.

(B) I UNDERSTAND AND ACKNOWLEDGE THAT BY SIGNING THIS AGREEMENT I AM GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES IN CASE OF INJURY, DEATH, OR PROPERTY LOSS OR DAMAGE.

(C) I HAVE READ THIS ENTIRE AGREEMENT CAREFULLY, AND I FULLY UNDERSTAND ALL OF ITS TERMS AND CONDITIONS. MY SIGNATURE BELOW IS ACKNOWLEDGMENT THAT I HAVE HAD AN OPPORTUNITY TO CAREFULLY READ THE ENTIRE AGREEMENT AND TO HAVE ANY QUESTIONS ANSWERED TO MY SATISFACTION.

**WARNING**

UNDER KENTUCKY LAW, A FARM ANIMAL ACTIVITY SPONSOR, FARM ANIMAL PROFESSIONAL, OR OTHER PERSON DOES NOT HAVE A DUTY TO ELIMINATE ALL RISKS OF INJURY OF PARTICIPATION IN FARM ANIMAL ACTIVITIES. THERE ARE INHERENT RISKS OF INJURY THAT YOU VOLUNTARILY ACCEPT IF YOU PARTICIPATE IN FARM ANIMAL ACTIVITIES.

**BY SIGNING BELOW, I DECLARE THAT I HAVE FULLY READ AND UNDERSTAND THIS AGREEMENT AND AGREE TO ITS TERMS.**

Participant's Signature: _____	_Print Name: _____	Date: _____
<b>FOR PARENTS/GUARDIANS OF PARTICIPANTS UNDER 18 YEARS OF AGE</b>		
This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above, all the Released Parties, and for myself, my heirs, assigns, and next of kin. I release and agree to the terms of this Agreement including but not limited to indemnify and hold harmless the Released Parties from all liabilities incident to my minor child's being on the Real Property as well as his/her involvement or participation in the Nonprofit Activities as provided above, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, to the fullest extent of the law.		
Parent/Guardian's Signature: _____	_Print Name: _____	Date: _____