



504 St. Annes Rd.
Armstrong, BC
www.freechildfarm.com

WAIVER, ACKNOWLEDGMENT OF RISK, AND RELEASE OF LIABILITY
THIS AGREEMENT WILL AFFECT YOUR LEGAL RIGHTS. READ IT CAREFULLY!

This document (the "Waiver") is intended for guardians of participants under the age of 19 participating in Animal and Educational Activities at Freechild Farm, a farm owned and operated by Michelle Freebairn as a sole proprietor doing business as Freechild Farm. By entering into this Waiver, to the extent permitted by law, you agree to assume all risks, release all liability against, and agree not to advance any claim either on your behalf or your child's behalf against Freechild Farm, its owners, directors, officers, employees, volunteers, business operators, agents or leasees (the "Host") and agree to indemnify the Hosts for any losses that they may incur in relation to your child's involvement in the Animal and Educational Activities. For greater clarity, Animal and Educational Activities include but are not limited to activities incorporating animals owned or residing on property owned by the Host, and include any hikes, walks, physical activities including yoga; cooking or preparing food, handing animal food, eating, training, and interacting with animals, and any educational activity on Freechild Farm.

Review and initial each item below if you agree to these Waiver terms:

_____ 1. I am the legal guardian of the child participant and am executing this Waiver on behalf of my child in my capacity as their legal guardian and with the intent of this waiver be binding on myself and, to the extent permitted by law, my child.

_____ 2. I acknowledge that I am voluntarily entering into this Waiver, and I have voluntarily chosen to have my child participate in the Animal and Educational Activities.

_____ 3. I am aware that there are inherent dangers, hazards and risks associated with my child's involvement with the Animal and Educational Activities, which include but are not limited to:

- a) Farm animal behaviours (including horses, cattle, dogs, cats, and poultry) that might lead to injuries, harm, or even death to individuals nearby. These animals may also react unpredictably to various stimuli, such as noises, sudden movements, or unfamiliar objects, resulting in collisions, bites, or kicks.
- b) The unpredictability of animal reactions to external stimuli such as sounds, movements, or the presence of unfamiliar objects, people, or other animals, which could include hidden hazards beneath the surface.
- c) The potential for other participants to behave negligently that may contribute to injury to themselves or to others, including failing to act within their abilities to



maintain control over an animal.

d) The potential to fall over obstacles from animals or from moving vehicles that may be found in the farm setting.

e) The risk of disease transmission from animals to humans, which may include zoonotic diseases such as ringworm, salmonella, or E. coli.

f) The possibility of allergic reactions resulting from contact with animals, their feed, bedding materials, or from environmental allergens like pollen and farm chemicals.

g) The chance of psychological impact from unexpected or stressful interactions with animals or the farm environment.

h) Safety concerns associated with the use of farm equipment and tools during educational activities.

i) Risks related to environmental hazards such as ponds, mud, uneven terrain, or barbed wire, which could pose additional dangers.

j) The exposure to loud noises from machinery or certain animal sounds, which could potentially cause noise-induced hearing loss.

k) The risks associated with prolonged exposure to the sun, including sunburn and heatstroke, and insect bites or stings, which could lead to severe allergic reactions or infections.

(the "Risks")

_____ 4. I acknowledge that Risks may lead to injury, including, but not limited to, strains, fractures, pulling or tearing a ligament or muscle, head injury, partial and/or total paralysis, infection, or other ailments that could cause severe disability, including death or loss of or property damage. Despite these Risks, I am permitting my child to take part in the Animal and Educational Activities and in doing so, I freely accept and fully assume all responsibilities for all Risks and possibilities of any and all personal injury, death, property damage or loss resulting from my child's involvement with the Animal and Educational Activities.

_____ 5. In addition to consideration given to the Host for my child's participation in Animal and Educational Activities, I and my next of kin, executors, administrators and assigns (my "Legal Representatives") agree:

a) to waive all claims that I have or may have in the future against the Host;

b) to release and forever discharge the Host from all liability for any personal injury, death, property damage or loss that I, my child or the Legal Representatives, might suffer as a result of my child's participation in the Animal and Educational Activities due to any cause, including but not limited to negligence, breach of any duty imposed by law, breach of contract or mistake or error in judgment of the Host; and



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c) to be liable for and to hold harmless and indemnify the Host from all actions, proceedings, claims, damages, costs demands, including court costs and costs on a solicitor and own client basis, and liabilities of whatsoever nature or kind arising out of any way connected with my child's participation in the Animal and Educational Activities.

____6. I agree that this Waiver and all terms contained herein are governed exclusively and in all respects by the laws of British Columbia. I irrevocably submit to the exclusive jurisdiction of the courts of British Columbia. Any legal proceedings to enforce this Waiver shall be initiated in the Vernon Registry.

____7. I confirm that I have had sufficient time to read and understand this Waiver. I understand that this agreement represents the entire agreement between the Host and myself as the guardian of my child, and it is binding on me.

Please Print Clearly

Program Participant's (Child) Name: _____

Date of Birth: _____ Address: _____

City: _____ Prov _____ Postal Code: _____

Signing Guardian's Name: _____ Date of Birth: _____

Address: _____ City: _____ Prov _____

Postal Code: _____ Phone Number: _____

Signature(s) of Guardian of Program Participant

Print name of Witness to Signing and Initialing

Signature of "Host" Witness



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Freechild Farm:

Consent to Obtain and/or Release Confidential Information

In order to provide your child with the best service, it is important to communicate and collaborate with other professionals involved in the education, health and well-being of your child.

General Information:

Student Last Name:

Student First Name:

Date of Birth (M/D/Y):

School:

Gender:

Obtain Information:

I authorize Freechild Farm to hereby obtain information and/or records from the following agencies or their agents (check all that apply):

- School District _____
- Physician/Pediatrician Psychiatrist
- Child Youth Mental Health (CYMH) Ministry of Children and Families
- Community Living Services BC
- IHCAN/Okanagan Abilities Centre
- Probation RCMP
- NOYFSS/WCRC
- BC Children's Hospital/Sunnyhill Hospital
- Adolescent Psych Unit (APU)
- NONA
- Family Resource Centre
- Other: _____



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Release Information I authorize Freechild Farm to hereby release information and/or records as listed below:

- Psycho-Educational Assessment Reports, Achievement and Other Test Reports
- Behavioural Assessment Reports
- Behavioural Observations/Checklists
- Individual Education Plan
- Speech Language Assessment Reports
- Other:

On a strictly CONFIDENTIAL basis to the following agencies and/or their agents

- School District _____
- Physician/Pediatrician Psychiatrist
- Child Youth Mental Health (CYMH) Ministry of Children and Families
- Community Living Services BC
- IHCAN/Okanagan Abilities Centre
- Probation RCMP
- NOYFSS/WCRC
- BC Children's Hospital/Sunnyhill Hospital
- Adolescent Psych Unit (APU)
- NONA
- Family Resource Centre
- Other: _____

Authorization Obtain and/or Release Information

Today's Date: _____ to End Date: _____

Name Parent/Guardian Signature Parent/Guardian

Name Child/Youth Signature Child/Youth



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Program Participant Rights & Responsibilities

By signing below, I acknowledge my/my child's rights and responsibilities listed here:

- I have the right to feel safe and secure and can request my or my child's removal from the above program at any time.
- I have the right to be under the care of individuals with the appropriate training and certification relevant to the activities and/or program I am participating in.
- I have the right to request documentation demonstrating the appropriate screening, medical care and evaluation of the animals I or my child is working with.
- I have the right to request documentation of policies and procedures that ensure the safety of myself or my child while in the care of Freechild Farm.
- I am aware of and will uphold my responsibility to not to knowingly endanger myself/my child or the individuals or animals I interact with.
- I am aware of and will uphold my responsibility to disclose any new and/or relevant medical or other information that could endanger myself/my child or the individuals or animals I work with.
- I am aware of and will uphold my responsibility to follow the rules and regulations of Freechild Farm. If I fail to do so, Freechild Farm can discontinue my/my child's participation in the program immediately.

Date: _____

Guardian Name

Guardian Signature

Child/Youth Name

Child/Youth Signature