Waiver of Liability, Assumption of Risk, and Indemnity Agreement

Acknowledgment and Assumption of Risk
By signing below I recognize and acknowledge that the premises (the “Premises”) leased and operated by Saint Francis Wolf Sanctuary, Inc. (“SFWS”) hold potentially dangerous domestic and non-domestic animals, and that entering onto the Premises is hazardous and involves inherent risks, including, without limitation, bruises, scrapes, abrasions, bites, scratches, infections, broken bones, trauma, illness, fear and mental anguish, property damages, and death. I hereby assert that I understand the risks and my entering onto the Premises and/or participation in any activity on the Premises is voluntary and that I personally assume any and all risks, whether foreseen or unforeseen.

Release, Waiver and Indemnity Agreement
The undersigned hereby releases, waives, forever discharges, holds harmless, and agrees to indemnify SFWS and its officers, directors, employees, and volunteers; Jean LeFevre, her heirs, assigns, and representatives; and the Estate of John LeFevre (collectively, the “Releasees”) from any and all liabilities, claims, demands, costs, expenses (including attorney’s fees), compensation, damages, losses, or debts (collectively, “Damages”) which the undersigned, or the undersigned’s minor children or any and all other minors in the care or custody of the undersigned (collectively, the “Minors”), or the undersigned’s heirs, executors, administrators, representatives, and assigns, incur or suffer at any time, either directly or indirectly, arising out of or in connection with the undersigned and/or the Minors entering onto the Premises and/or participating in any activity on the Premises, regardless of the cause of such Damages, including, but not limited to, the negligence of the Releasees.

The undersigned covenants and agrees, for the undersigned and the undersigned’s Minors, heirs, representatives, and assigns, never to sue, assert or otherwise maintain any claim against the Releasees arising from or in any way connected with the undersigned’s or Minor’s access to or participation in any activity on the Premises, and agrees to indemnify, defend, save, and hold harmless any and all of the Releasees from any and all Damages which may be incurred as the result of such claim(s).

Severability
The undersigned further expressly agrees that the foregoing Acknowledgment and Assumption of Risk and Release, Waiver, and Indemnity Agreement is intended to be as broad and inclusive as permitted by the laws of the State of Texas, and that if any portion thereof is held to be invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Non-Commercial Photography
The undersigned further agrees that any photographs taken or audio-visual recordings made on the Premises shall be used for private, non-commercial purposes only, and that no other uses (whether commercial or non-commercial) of such photographs or recordings may be made without the prior written authorization of SFWS.

BY SIGNING, I ACKNOWLEDGE THAT I HAVE READ AND CONSENT TO ALL OF THE ABOVE AGREEMENTS IN THEIR ENTIRETY, AND AM LEGALLY COMPETENT TO EXECUTE THIS DOCUMENT. I UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS BY SIGNING, INCLUDING MY RIGHT TO SUE. I ACKNOWLEDGE THAT I AM SIGNING THIS AGREEMENT FREELY AND VOLUNTARILY, AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Guardians, please print the names of any Minors on a separate line and sign for them

Printed Name: _____________________________ Signature: _____________________________
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DATE _____________________________

Updated 9-15-14