Whitewood Acres Pony Party WAIVER OF LIABILITY

& ASSUMPTION OF RISK for the states of MINNESOTA

**********READ THIS AGREEMENT CAREFULLY**********

1. **Knowingly Enter into this Agreement.** I, knowingly enter into this agreement and wish to participate in services or activities offered by Malia O'Brian // Whitewood Acres LLC as described in Paragraph 2 of this Agreement and knowingly enter into this Waiver of Liability and Assumption of Risk Agreement. I understand this Agreement and intend to be legally bound by it.

2. **Description of Activities (referred to individually and collectively as "the Activities").**
Pony rides, petting a pony, feeding a pony, being near a pony, participating in the petting zoo, and any and all implications from participating with animals, any and all implications of having Malia O'Brian // Whitewood Acres LLC on your property or the "host" property.

3. **Assumption of Risk.** I understand that the activities offered by Malia O'Brian // Whitewood Acres LLC and described in this Agreement, even under the safest conditions, may be hazardous and that my participation may expose me to elements of risk that may include loss or damage to personal property, bodily injury, psychological damage, or death. Risks include, but are not limited to, the following, injury or death from the result of an animal(s) or people, in addition to unknown risks. I am fully aware of the dangers and risks to my person and property and elect to voluntarily engage in the Activities. I understand that I am under no obligation or compulsion to engage in the Activities and I elect to engage in the Activities on my own free will with full knowledge of and assumption of the risk inherently associated with said Activities. The opportunity to engage in the Activities is adequate and sufficient consideration for this Agreement.

4. **Waiver of Liability.** I, individually, and on behalf of my heirs, successors, assigns and personal representatives, hereby agree to hold harmless, to the maximum extent permitted by the applicable law, Malia O'Brian // Whitewood Acres LLC, along with its owners, officers, employees, volunteers, agents, insurers, heirs, successors and assigns from any and all liability, loss, damage or expense, which arises out of, occurs during, or is any way connected with participation in the Activities.

5. **Miscellaneous.** I agree that this Waiver of Liability and Assumption of Risk is governed by the laws of the States of Minnesota, and any disputes arising from my participation in the Activities or this Agreement shall be venued in Sherburne County, Minnesota. I agree that I will be responsible for my own attorney's fees in any dispute involving the Activities or this Agreement and that I will also be responsible for Malia O'Brian // Whitewood Acres LLC and/or its insurers' or affiliates' attorney's fees in the event Malia O'Brian // Whitewood Acres is the prevailing party.
6. **Weight limit.** The ponies are able to give rides to children under 80lbs.

PARENT / GUARDIAN _____ SIGNATURE _____ CHILD _____

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