



## **KEEPER'S HAVEN ANIMAL SANCTUARY**

A Nonprofit 501(c)(3) Organization

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[www.keepershaven.org](http://www.keepershaven.org)

### **Participants Release, Photography and Hold Harmless Agreement**

#### **THIS RELEASE LIMITS OUR LIABILITY.**

By signing this form, I acknowledge that being around and working around and/or with animals is a dangerous activity, which may result in injury to me or the animals, or result in damage to my equipment or personal belongings. With this knowledge, in consideration for the services of Keeper's Haven Animal Sanctuary (KHAS) and as inducement for the services of KHAS to provide an educational and interactive experience to me, I hereby waive, release, discharge and hold harmless KHAS, its officers, directors, employees and volunteer assistants, their heirs, executors, administrators, successors or assigns, from any and all liability for damages sustained by me, any animal owned or controlled by me, or for any item under my dominion and control. Without limiting the generality of the above, I hereby waive and release KHAS, its officers and directors and all volunteer assistants for liability based on the active or passive negligence of said persons and entities.

I hereby agree to indemnify and hold harmless KHAS, its officers, directors and all volunteer assistants associated therewith for any claims which may be made against them, including attorney's fees and costs of suit in any action based upon or arising from my acts or omissions, or the actions of any animal within my control.

KHAS periodically videotapes and photographs scenes at this location for possible inclusion in television programs and other media including, but not limited to, Facebook, Twitter, KHAS website and printed materials for public view. By signing below, you are giving KHAS your consent to videotape, record, and cablecast your and/or your families pictures, images, likenesses, voice and statements and use said media as decided by KHAS. We thank you for your participation and support.

Unless otherwise specifically stated in writing, the Digital Image(s) and/or Photograph(s) taken by me remain the exclusive property of Keeper's Haven Animal Sanctuary. I do not acquire any right, title or interest in or to any Digital Image and/or Photograph, including, without limitation, any electronic reproduction or promotional rights. Unless otherwise agreed to in writing by KHAS, I, as the photographer will not make or permit any modifications to or alterations of the Digital Images and/or Photographs by use of computer or other electronic means or any other method or means now or hereafter known. The Digital Images and/or Photographs will not be used publicly, unless KHAS gives permission in writing. The Digital Image and/or Photographs will not be used to exploit KHAS animals in any way.

**Under Virginia Law. § 3.2-6202. Liability limited; liability actions prohibited.**

A. Except as provided in § 3.2-6203, an equine activity sponsor, an equine professional, or any other person, which shall include a corporation, partnership, or limited liability company, shall not be liable for an injury to or death of a participant resulting from the intrinsic dangers of equine activities and, except as provided in § 3.2-6203, no participant, participant's parent or guardian, or representative of such parent or guardian, shall have or make any claim against or recover from any equine activity sponsor, equine professional, or any other person for injury, loss, damage, or death of the participant resulting from any of the intrinsic dangers of equine activities.

B. Except as provided in § 3.2-6203, no participant or parent or guardian of a participant who has knowingly executed a waiver of his rights to sue or agrees to assume all risks or intrinsic dangers of equine activities may maintain an action against or recover from an equine activity sponsor or an equine professional for an injury to or the death of a participant engaged in an equine activity. The waiver shall give notice to the participant of the intrinsic dangers of equine activities and may be executed at a location other than that of the equine activity. The waiver shall remain valid unless expressly revoked in writing by the participant or his parent or guardian. For purposes of this section, in the case of a minor participant, the execution of a waiver by a duly authorized representative of the parent or guardian designated in writing by the parent or guardian shall constitute a valid and knowing execution of a waiver by the parent or guardian. 1991, c. 358, § 3.1-796.132; 2003, c. 876; 2008, c. 860; 2018, c. 534.

**SIGNATURE PAGE**

**\*I have read, agreed to, and fully understand Keeper's Haven Animal Sanctuary's Participants Release, Photography and Hold Harmless Agreement on behalf of myself, my children and anyone accompanying me under the age of 18.**

**(PLEASE PRINT CLEARLY)**

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**ADULT NAME (print)**

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**SECOND ADULT - Same Household (if attending)**

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**\*Signature**

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**\*Second Signature**

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Email Address

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Email Address

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Phone Number

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Phone Number

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Home Address

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Home Address

**Parent or Legal Guardian - List all minor's names attending (under 18 years of age)**

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**\*Today's Date**