

**LIABILITY WAIVER, ASSUMPTION OF THE RISK,
PHOTO & MEDIA RELEASE, AND
INDEMNIFICATION AGREEMENT**

In consideration for me being allowed by NC State University (“NC State”) to participate in the Dairy Education and Farm Tour Program (hereinafter “Program”) the undersigned hereby agrees as follows:

I do hereby affirm and acknowledge that I am participating in the Program for my own personal benefit. I understand that I will participate in activities with animals as part of the Program, and that such activities have inherent dangers and physical risks. I understand and acknowledge that the inherent dangers and physical risks involved in these activities are such that that no amount of care, caution, instruction or expertise can eliminate. These dangers and risks include, but are not limited to, loss or damage of personal property, broken bones, strains, sprains, bruises, kicks, biting, concussions, and other personal injuries, or even death, that could result from tripping, falling, equipment failure, exposure to temperature extremes or inclement weather, sun hazards, allergic reactions, potential infectious diseases, and any interactions with animals, including but not limited to, petting, feeding, walking, washing, shaving, and playing. I understand that these inherent dangers are an integral part of these activities, including the unpredictability of animals to behave or react in ways that could result in injury, harm, or even death to people around them. I assume responsibility for all risks, known and unknown, involved to me and my property in the aforementioned activities, and I am voluntarily participating in reliance upon my own judgment and knowledge of my own experiences and capabilities.

I understand that the determination of my ability to participate in the Program should be made by my physician if necessary. I further understand that treatment for any medical problems I may suffer is my responsibility and will be paid by me and/or covered by my insurance.

I shall indemnify and hold harmless NC State, its trustees, officers, employees and agents from any liability, losses, costs, damages, claims or causes of action of any kind or nature whatsoever, and expenses, including attorneys fees, arising from or proximately caused by my participation in this Program, including any travel. I further agree to accept and assume for myself, my assigns, executors, and heirs any and all such risks and losses that may occur.

I have read the Program’s rules and regulations and hereby accept the regulations of the Program described therein. I understand that the Program has the authority to establish and enforce other regulations in addition to these.

I do hereby agree to be photographed, audio or videotaped by NC State. I further agree that my image or likeness in photographs, videos, or audio may be used for educational or promotional purposes, including posting on the Internet. I agree that the use herein may be without compensation to me. I hereby waive any right to inspect or approve the finished electronic, photograph, or printed matter that may be used in conjunction with them now or in the future. I am expressly releasing NC State, its agents, employees, licensees and assigns from any and all claims which I may have for invasion of my privacy, right of publicity, defamation, copyright infringement, or any other causes of action arising out of the use, adaptation, reproduction, distribution, broadcast or exhibition of such recordings.

I further agree that this agreement shall be governed by and interpreted in accordance with the laws of the State of North Carolina. The terms of this agreement are severable such that if one or more provisions are declared illegal, void or unenforceable, the remainder of the provisions shall continue to be valid, enforceable, and binding upon the parties.

I understand that this is a legal document which is binding on me, my heirs and assigns and on those who may claim by or through me. I am eighteen years of age or older, and have full capacity to enter into this agreement and do so voluntarily.

**I HAVE READ THIS AGREEMENT, I UNDERSTAND IT AND
I AGREE TO BE BOUND BY IT.**

Signature: _____ Date: _____

Printed Name: _____