

**THE ECLECTIC BUG, LLC d/b/a BIG RED'S BARN
HOLD HARMLESS AGREEMENT**

Activity: Indoor Petting Zoo and/or Animal Encounters Location: Big Red's Barn Events & Locations

The below signed, in exchange for permission to participate in this activity; agree to release and hold harmless **THE ECLECTIC BUG, LLC d/b/a BIG RED'S BARN** ("BRB"), its administration board, officers and/or appointed members, agents of those parties, and class instructors (collectively, "Released Parties") from all claims of personal injury or property damage incurred by myself, or anyone in my group/party, including my minor children while participating in the above referenced activity, as well as any other activity with BRB hereafter, including, but not limited to, animal encounters and interactions of any kind. This includes loss of life, physical injuries, and loss of personal property. I acknowledge and agree that I will remain financially responsible and liable for all costs, including medical costs, search and rescue costs, third party property damages, and any other costs incurred by BRB on behalf of my minor children.

The activity has been explained to me, including risks involved in participating in the activity including, but not limited to, the fact that wild animals, though appearing friendly and docile, are wild animals and prone to unpredictable and sudden behavior which may be harmful, and I understand those risks include, but are not limited to, PERSONAL INJURY or LOSS OF PERSONAL PROPERTY for me and my minor children. Knowing this, I voluntarily choose to participate in the activity.

I consent to BRB taking photographs, video recordings, and/or sound recordings in documenting the activities of BRB programs and services. I hereby grant BRB and its affiliates permission to use the negatives, prints, motion pictures, video/audio tapings, or any other reproduction of the same for BRB educational and promotional purposes in manuals, on flyers, on the internet (i.e., Facebook), and in other publications and media.

It is my intent that this Agreement shall prohibit me, my heirs, assignees and personal representatives from making any claims against the Released Parties, or taking any legal action should I or my minor children become injured or suffer a loss as may occur as a direct result of my participation in the activity, during the activity, at the scheduled location.

I and BRB also agree that in any action brought under this agreement the prevailing party shall be entitled to reasonable attorney fees and costs.

THIS AGREEMENT SHALL BE CONSTRUED AS BEING IN COMPLIANCE WITH THE LAWS OF THE STATE OF IDAHO AND SHALL BE BROUGHT BEFORE THE COURTS OF KOOTENAI COUNTY WITH ANY OBJECTION TO THAT VENUE HEREBY WAIVED, AND IN SIGNING THIS AGREEMENT, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND IT. THEREFORE, I SIGN THIS AGREEMENT VOLUNTARILY.

Name(s) of children/people attending the zoo:

Legal Parent/Guardian Signature: x _____