

# Prairie Patch Farm LLC

Andrew Joseph Boutte and Kahle Atherton Boutte  
Cedar Rapids, Iowa

## RELEASE, WAIVER, HOLD HARMLESS, AND INDEMNIFICATION AGREEMENT

The undersigned Participant/Spectator/Visitor/Guest (collectively "Participant"), on his/her own behalf and as the Parent(s)/Legal Guardian(s) of a minor Participant, for good and valuable consideration, agrees to the following terms and conditions of this Release, Waiver, Hold Harmless, and Indemnification Agreement ("Agreement"):

**1. Assumption of Risk and Waiver:** Participant understands and accepts the risks of engaging in Camelid Activities (as defined below), as well as merely being near any Llama or Alpaca (collectively "Camelids"), include, but are in no way limited to: (i) The propensity of a Camelid to behave in ways that may result in injury, harm, or death to persons on or around them (i.e. jump, run, kick, buck, bolt, spin, rear up, strike, bite, spit, etc.); (ii) The unpredictability of a Camelid's reaction to sounds (i.e. machinery, equipment, vehicles, doors, snow and ice falling, rain, wind, thunder, voices, animals, fireworks, guns, motors, etc.), sudden movement, and unfamiliar objects, persons, other animals (i.e. loose or contained dogs, wild and domestic animals, etc), or other things (i.e. fences, gates, poles, cones, flowers, water, etc., and training devices such as harnesses, catch rods, ropes etc.); (iii) Certain hazards such as surface and subsurface conditions; (iv) Collisions with other Camelids or objects; (v) The potential of a Participant to act in a negligent manner that may contribute to injury to Participant or others, such as failing to maintain control over the animal, or not acting within his or her ability; and (vi) training tack and equipment may contribute to or cause injury to Participant. Participant agrees that engaging in Camelid Activities under this Agreement includes, but is in no way limited to, the Iowa Equine Activity Liability Act, as well as competing, training, exercising, petting, leading, transporting, feeding, watering, bathing, watching, or transporting Camelids, or assisting with any of these activities, requesting the non-professional boarding of Participant's Camelid at 2991 120th ST NE, Cedar Rapids Iowa 52404, ("the Facility"), whether for a limited or extended period of time, and otherwise interacting with or merely being in the vicinity of Camelids ("Camelid Activities").

Participant understands the injuries, death, loss, and property damage that may result from the accepted risks of engaging in Camelid Activities, boarding Participant's Camelid, or just being near a Camelid, that Camelids are powerful and have the potential to be dangerous, even without warning, and that the risks listed in this Agreement are just a sampling and Participant is not relying on Released Parties (as defined below) to list all possible Camelid-related risks. Participant therefore agrees, on his/her own behalf and on behalf of his/her minor Participant, that he/she understands and agrees to assume the risks and dangers inherent in Camelid Activities, auditing or watching Camelid Activities, and boarding Participant's Camelid at the Facility, agrees to inspect and remain responsible for the condition and proper adjustment of Participant's tack and equipment, agrees to at all times to be responsible for Participant's personal safety, remain financially responsible for Participant's and Participant's Camelid's medical expenses and lost value, and waives Participant's right to any claims arising from participation in or observation of any Camelid Activities, boarding Participant's Camelid at the Facility, being near a Camelid, or merely being present on real property owned, leased, rented, borrowed, visited, organized upon, or otherwise occupied or utilized by Andrew and/or Kahle Boutte and/or their respective officers, directors, owners, employees, independent contractors, spouse, heirs, trustees, beneficiaries, assigns, agents, volunteers, guests, visitors, invitees, boarders, and others acting on their behalf, (collectively "Released Parties") regardless of whether or not Participant's presence at the Facility is related to Camelids or Camelid Activities.

**2. Release, Hold Harmless, Discharge and Indemnification:** Participant agrees to release, hold harmless, discharge and indemnify the Released Parties for any and all illness, injury, death, damage, and/or any and all other claims or losses of any kind or nature (collectively "Loss") incurred by Participant, Participant's minor Participant, Participant's Camelid, or third party, whether caused by Participant directly or indirectly, even if caused in whole or in part by the negligence or any other fault of the Released Parties, except willful and wanton misconduct. I, the Participant, for myself and on behalf of my child and/or legal ward or other parent, heirs, administrators, personal representatives or assigns, do agree to hold harmless, release and discharge Released Parties of and from all claims, demands, causes of action and legal liability, whether damages be known or unknown, anticipated or unanticipated. I, the Participant, freely waive any and all personal injury and death, or property damage claims or any other causes of actions against Released Parties, their heirs, Executors and assigns. I, the Participant, further assume full responsibility for the risk of bodily injury, death or property damage, regardless of the cause. Participant agrees to reimburse Released Parties for their attorneys' fees and costs incurred to defend against any such claims.

**3. Governing Law and Time Limitation:** The Parties agree that this Release intended to be as broad and inclusive as permitted by the laws of the state of Iowa, and shall be construed and enforced in the accordance with the laws of the State of Iowa. The Parties submit to this jurisdiction and venue for these purposes. Participant agrees that any claims for Loss of any kind by Participant against the Released Parties, must be brought within ninety (90) days of the date they accrue and any claim for personal property Loss, including but not limited to the loss value of the Camelid, is limited to \$100.00 (One Hundred Dollars).

**4. Attorneys' Fees:** Participant agrees to reimburse Released Parties for any and all attorneys' fees and costs he/she/it incurs in enforcing the terms of this Agreement and/or in defending or prosecuting any claims or causes of action involving or in any way relating to Participant.

**5. Notice:** Participant understands and agrees that the Released Parties and associated Facilities are specifically non-professional and that the Released Parties are not domesticated animal professionals. For the purposes of limiting the liability of the Released Parties, Participant shall extend the same liability limitations found in, but not limited to, Iowa Code Chapter 673 applicable to domestic animal professionals to the Released Parties. As such, consistent with Iowa Code Chapter 673.3:

#### **WARNING**

Under Iowa law, a domesticated animal professional is not liable for damages suffered by, an injury to, or the death of a participant resulting from the inherent risks of domesticated animal activities, pursuant to Iowa Code Chapter 673. You are assuming inherent risks of participating in this domesticated animal activity.

A number of inherent risks are associated with a domesticated animal activity. A domesticated animal may behave in a manner that results in damages to property or an injury or death to a person. Risks associated with the activity may include injuries caused by bucking, biting, stumbling, rearing, trampling, scratching, pecking, falling, or butting.

The domesticated animal may react unpredictably to conditions, including but not limited to, a sudden movement, loud noise, an unfamiliar environment, or the introduction of unfamiliar persons, animals or objects.

The domesticated animal may also react in a dangerous manner when a condition or treatment is considered hazardous to the welfare of the animal; a collision occurs with an object or animal; or a participant fails to exercise reasonable care, take adequate precautions, or use adequate control when

engaging in a domesticated animal activity, including failing to maintain reasonable control of the animal or failing to act in a manner consistent with the person's abilities.

**6. Participant Certification:** Participant certifies that he/she has read this entire Agreement and understands, agrees, and intends on his/her own behalf, and on behalf of his/her minor Participant, spouse, heirs, agents, representatives, relatives, successors, and assigns, to be bound by all of the terms and conditions contained herein.

**7. Effect of This Agreement:** Participant understands and acknowledges that by signing this Agreement, the Participant has given up certain legal rights and/or possible claims which Participant might otherwise assert or maintain against the Released Parties and other persons, entities, including specifically, but not limited to, rights arising from or claims for the acts or OMISSIONS, negligent in any degree, of the Released Parties, and all other persons or entities.

Participant understands and acknowledges that by initiating and/or signing this Agreement, Participant has assumed responsibility and legal liability for the claims or other legal demands, including defense costs, which may be asserted by other third parties against the Participant as a result of the Participant's Camelid Activities. Participant understands that this is the entire Agreement between Participant and the Released Parties, their heirs, successors or assigns.

PARTICIPANT NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

PARTICIPANT NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

**FOR MINOR PARTICIPANT**

I am the Parent, legal guardian or chaperone of the minor Participant(s) listed below. I understand and agree that all terms and conditions of this RELEASE, WAIVER, HOLD HARMLESS, AND INDEMNIFICATION AGREEMENT is binding upon myself, as well as my minor Participant(s) listed below.

NAME(S) OF MINOR PARTICIPANT(S) & AGE \_\_\_\_\_

SIGNATURE OF PARENT, GUARDIAN OR CHAPERONE \_\_\_\_\_