**Homestead Fields Facilities and Property Use Waiver and Liability Release**

Name of Guest: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date of Use: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Parent/Guardian: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (to be completed if Guest is under 18 years of age or not legally competent to sign this Release)

In accordance with the following terms of this Facilities and Property Use Waiver and Liability Release (“**Release**”), the Guest agrees as follows:

1. **Authority to Enter Agreement**.
	1. One of the following must be true:
		1. The Guest is of lawful age and is legally competent and empowered to sign this Release on his/her own behalf.
		2. If the Guest is not of lawful age or is not legally competent and empowered to sign this Release, then Guardian shall sign on the Guest’s behalf. Guardian is of lawful age and is legally competent and empowered to sign this Release. If Guardian signs on behalf of Guest, the term “Guardian” takes the place of the term “Guest” throughout this Agreement. Notwithstanding the foregoing sentence, signature by the Guardian does not release the Guest from the obligation to use the Property only for the Permitted Uses.
	2. The Guest freely gives this Release without reliance on any statement or representation by Homestead Fields.
	3. The Guest has read this Release and understands the contents of this Release.
2. **Use of the Property**.
	1. The Guest shall use the Property only for permitted uses as described in the Photographer and Clients Policies/Instructions, which is attached as Exhibit A to this Release (the “**Permitted Uses**”).
	2. The Guest shall not use the Property for any purpose or reason other than the Permitted Uses.
3. **Release**.

3.1 In consideration for being allowed to use the Property on the Date, the Guest hereby releases and waives all claims of liability against Craig Homestead, LLC and Manahan Sunnyside Farm, LLC, and all their employees, volunteers, agents, and all individuals or organizations assisting, from all liability arising out of loss or damage to property, injury or death to the Guest or members of Guest’s group or organization, that may occur in connection with the use of the Property, whether or not such injury arises in whole or in part from the negligence of Craig Field and Farm, LLC, their employees, volunteers, or individuals and organizations assisting.

1. **Definitions**.

“**Date**” means the calendar date the Guest will use the Property, as indicated at the beginning of the Release.

“**Guardian**” means the person indicted as Parent/Guardian at the beginning of the Release.

“**Guest**” means the person indicated as Guest at the beginning of this Release.

“**Property**” means Homestead Fields and Manahan Sunnyside Farm

“**Release**” means as defined in the Preamble of this Release.

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name of Guest/Guardian) have read this Release and understand and its contents.

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 signature of Guest / Guardian (circle one, as applicable)