



Oba Farms 336 Miles Lane Greenville, Texas 75401 | 903-225-9668
www.obafarms.weebly.com

Date From _____ to _____

Rental Agreement

Oba Farms agrees to provide animals in good health and working condition. All routine health concerns will be taken care of prior to the **Renter** receiving the animals. **Renter** agrees to use the animals responsibly and treat them in a friendly, humane manner: **Oba Farms** reserve the right to contact local authorities if abuse or neglect is suspected. **The Renter** agrees to provide adequate water, supervision, never leaving the animals unattended for long periods of time or allow them in hazardous areas. Should the animals be killed, lost or injured the **Renter** agrees to pay **Oba Farms** for the cost of replacement (market value) or necessary medical costs related to an injury. In any such event the rental deposit will be kept. The difference will be paid by the renter.

All sales are final. No refunds on early return of livestock.

The Renter assumes responsibility for veterinary care should it become necessary during the rental period. Renter agrees not to transport goats further than 400 miles (approximate) one way. Renter verifies that they have appropriate auto insurance. **Oba Farms** monitors the compatibility of the people and animals, as well as the treatment the animals receive at the hands of the people leasing the animals. These measurements can only be made on a subjective basis therefore; Oba Farms reserves the right to refuse or retract the right of any party to use these animals at any time, for any reason, with or without cause. The renter rents animals for a period of time (as allotted on the rate plan). Any early termination of rental period is not subjected to a refund for any of the unused portion of time.

IMPORTANT: THIS IS A LEGAL DOCUMENT; PLEASE READ IN FULL AND UNDERSTAND BEFORE SIGNING.

You/your minor child (if applicable) may be hurt using the animals that you are renting. If you are unwilling to assume all the risks of you/your minor child's use of these animals DO NOT sign this document, in which case you/your minor child will NOT be authorized to use these animals and you will be refunded any monies you have paid minus the 50% deposit to lease and use the animals. If you sign this document BUT make any alterations to it, you are NOT authorized to use the animals.

I REPRESENT AND WARRANT THAT I HAVE READ AND UNDERSTOOD THIS DOCUMENT, AM OF SOUND MIND, HAVE LEGAL AUTHORITY, AND FREELY ACCEPT AND FULLY ASSUME THE RISK THAT I/MY MINOR CHILD CAN SUFFER PROPERTY DAMAGE, ILLNESS, SEVERE PERSONAL INJURY OR EVEN DEATH BY USING THE ANIMALS OR PARTICIPATING IN THE ACTIVITY ASSOCIATED WITH THESE ANIMALS, not only the ways described above

1. Assumption of Risks. I, for myself or as the parent/legal guardian of the participating minor child whose name is listed below ("Participant"), wish to use goats or other animals and their associated equipment (that may or may not be) provided by Oba Farms and will engage in unsupervised activities, including without limitation: transportation, feeding, watering, caring for the animals (including possible first aid treatment to the animals), packing and unpacking the loads of the animals, walking in proximity with the animal as a pack animal in what may be hazardous terrain and being, both day and night, in close proximity with the animals in wilderness conditions. I understand that there are inherent risks and dangers associated with the use of these animals which could put me/my minor child at risk of serious injury or illness. These dangers include but are not limited to: Being gored intentionally or unintentionally by the goats horns, (The horns are never to be held or handled, as this action may be accepted as a challenge by the goat.), being bitten, scratched, cut or stepped on, being butted or bumped or otherwise knocked off the trail, being injured by other animals or insects attracted by the presence of the goats (Domestic dogs can present a serious hazard), failure to follow instructions or other safety procedures provided by Oba Farms. I understand that these animals are capable of independent and unanticipated actions without warning. I am also aware that hazards may exist throughout the activity associated with the use of these animals and that the established rules and guidelines provided by Oba Farms do not and cannot guarantee my/my minor child's safety. I am/my minor child is able to perform the essential functions required to use these animals and I am/my minor child is freely and voluntarily participating in this activity and the use of these animals, but also in ways that are unknown and unexpected, even if I follow/my minor child follows instructions or advice.

2. Waiver, Release and Indemnification. I understand and agree that Oba Farms are not insurers of my/my minor child's conduct. TO THE FULLEST EXTENT PERMITTED BY LAW, I HEREBY RELEASE, WAIVE, COVENANT NOT TO SUE, AND DISCHARGE OBA FARMS AND ALL OF THEIR TRUSTEES, DIRECTORS, MANAGERS, OFFICERS, EMPLOYEES, VOLUNTEERS, AGENTS AND REPRESENTATIVES (COLLECTIVELY, THE "RELEASEES") FROM ANY AND ALL LIABILITY, CLAIMS, DEMANDS, AND CAUSES OF ACTION WHATSOEVER ARISING OUT OF OR RELATED TO ANY LOSS, DAMAGE, OR INJURY, INCLUDING DEATH, THAT MAY BE SUSTAINED BY ME/MY MINOR CHILD OR ANY OTHER PARTIES ENCOUNTERED WHILE THE ANIMALS ARE IN MY/MY MINOR CHILD'S CARE, ARISING OUT OF OR RELATED TO MY/MY MINOR CHILD'S USE OF THESE ANIMALS, LOSS OR DAMAGE TO ANY PROPERTY OR BODILY INJURY SUSTAINED BY SUCH OTHER PARTIES. I ALSO AGREE THAT IN THE EVENT THAT ANY PERSON BRINGS ANY CLAIM OR ACTION INDIVIDUALLY OR ON BEHALF OF MY MINOR CHILD RELATED TO ANY INJURY OR LOSS SUFFERED BY MY MINOR CHILD AS A RESULT OF MY MINOR CHILD'S USE OR ASSOCIATION OF THESE ANIMALS, THAT I WILL INDEMNIFY THE RELEASEES AGAINST SUCH CLAIMS, INCLUDING PAYMENT OF ATTORNEY FEES. I AGREE THAT THIS DOCUMENT SHALL BIND MY GUARDIAN, HEIRS, ADMINISTRATORS AND EXECUTORS FOREVER. PRINT NAME OF PARTICIPANT:

_____SIGNATURE OF RENTER: _____Date