

Waiver and Release of Liability

READ CAREFULLY- THIS AFFECTS YOUR LEGAL RIGHTS

In exchange for participation in the activity of the National Poultry Improvement Plan Flock Testing (referred to as NPIP) performed by Sierra Ford of 12715 w 15000 s, Elberta, Utah, 84626, I, _____, agree for myself and (if applicable) for the members of my family, to the following:

1. **AGREEMENT TO ALLOW TESTING.** I understand that the NPIP testing is a voluntary program offered by the State of Utah and independently completed by Sierra Ford. I agree to allow Sierra Ford to pull blood, swab for samples, or perform any other needed procedures to properly test my poultry flock in accordance with Utah State NPIP protocol and the Federal NPIP requirements.
2. **ASSUMPTION OF THE RISKS AND RELEASE.** I recognize that there are certain inherent risks associated with the above-described activity, which can include but are not limited to hematomas on blood draw sights of birds, infection due to blood draw, stress-induced disease/illness, State or Federal involvement in testing which could include, but not limited to, whole flock retesting and/or destruction of the flock. I assume full responsibility for personal injury to myself and/or to the poultry actively being tested and further release and discharge Sierra Ford for injury, loss, or damage arising from NPIP testing.
3. **INDEMNIFICATION.** I agree to indemnify and defend Sierra Ford against all claims, causes of action, damages, judgment, costs or expenses, including attorney fees and other litigation costs, which may in any way arise from NPIP testing performed by Sierra Ford.
4. **APPLICABLE LAW.** Any legal or equitable claim that may arise from participation in the above shall be resolved under Utah law.
5. **NO DURESS.** I agree and acknowledge that I am under no pressure or duress to sign this Agreement and that I have been given a reasonable opportunity to review it before signing. I further agree and acknowledge that I am free to have my own legal counsel review this Agreement if I so desire. I further agree and acknowledge that Sierra Ford has offered to refund any fees, not including any nonrefundable deposits I have paid to perform the testing, if I choose not to sign this Agreement.
6. **ARM'S LENGTH AGREEMENT.** This Agreement and each of its terms are the product of an arm's length negotiation between Parties. In the event, any ambiguity is found to exist in the interpretation of this Agreement, or any of its provisions, the Parties, and each of them explicitly reject the application of any legal or equitable rule of interpretation which would lead to a construction either "for" or "against" a particular party based upon their

status as the drafter of a specific term, language, or provision giving rise to such ambiguity.

7. ENFORCEABILITY. The invalidity or unenforceability of any provisions of this Agreement, whether standing alone or as applied to a particular occurrence or circumstance, shall not affect the validity of enforceability of any other provision of this Agreement or of any other application of such provisions, as the case may be, and such invalid or unenforceable provision shall be deemed not to be a part of this agreement.

I HAVE READ THIS DOCUMENT AND UNDERSTAND IT. I FURTHER UNDERSTAND THAT BY SIGNING THIS RELEASE, I VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS.

By: _____
NAME

Date: _____