

## DAIRY FACILITY STUDENT/INTERN RELEASE & HOLD HARMLESS AGREEMENT

I, \_\_\_\_\_ the undersigned have read and understand, and freely and voluntarily enter into this Release and Hold Harmless Agreement with each Dairy Facility identified in Attached Exhibit #1 contained herein understanding that this Release and Hold Harmless Agreement is **a waiver of any and all liability(ies) occurring on or off the dairy facility premises, during the training sessions prior to participation in dairy activities, during training sessions conducted during dairy activities, during transportation to and from the facilities and during any other activities affiliated or associated with the U.S. Dairy Education and Training Consortium programs.**

I understand the inherent risks and potential dangers that I could incur on the dairy facility premises, during the training sessions prior to participation in dairy activities, during training sessions conducted during dairy activities, during transportation to and from the facilities and during any other activities associated with the U.S. Dairy Education and Training Consortium, including, but not limited to;

- Field trips to area dairy farms to observe activities typically performed during the daily routine of large dairy operations.
- Clinical examination of dairy cows, heifers or calves, including but not limited to obtaining specimen (blood, urine, feces) for laboratory examination.
- Examination and training on proper milking routines (pre-dip, strip, hang detach and post-dip) including but not limited to udder preparation, attaching milking machines, taking milk samples for quality control, treatment protocols, evaluation of completeness of milking and any other routine milking procedure for either healthy cows or in hospital barn environments.
- Observation and evaluation of cows in their living environments (corrals, free stall barns, pens and or other facilities) for things such as including but not limited to behavior, body condition, corral conditions, manure evaluation, hoof health and gate and other observations to be made within and not outside the cows, heifers and calves living environments.



- Perform exams including but not limited to reproductive exams and practice the skills of artificial insemination of dairy cows in their cows living environments.
- Observe and evaluate feeding practices of dairy cows through examination and observation in close proximity of all equipment (loaders, feeder wagons, feeder trucks, tractors, feed-out trucks, scrapers, pushers, and other equipment utilized for the purpose of feeding dairy cows, heifers and calves) and practices utilized to provide rations to dairy cows recognizing and observing in the process all standard safety protocols and procedures.
- Laboratory sessions with specimen of cows (tissues, and others including but not limited to blood and semen) obtained from slaughterhouse facilities including but not limited to laboratory examinations on bovine reproductive tracts, mammary gland tissues, feet and other tissues as deemed necessary for instructional purposes such as injection site lesions and others. Standard laboratory safety protocols and instructions of lab safety protocols will be observed.

Understanding the above mentioned risks as well as the potentially unforeseen and unknown risks associated with these inherently dangerous activities, I hereby release each and every Dairy Facility identified in Attached Exhibit #1 contained herein its officers, directors, shareholders, employees and anyone else directly or indirectly connected with each and every Dairy Facility identified in Attached Exhibit #1 contained herein, from **any liability whatsoever in the event of injury, damage of any nature and even death to me or anyone else caused by or incidental to my participation in the activities conducted on or in association with** each and every Dairy Facility identified in Attached Exhibit #1 contained herein and the U.S. Dairy Education and Training Consortium programs.

I understand and recognize and warrant that this Release and Hold Harmless Agreement, is being voluntarily and intentionally signed and agreed to, and that in signing this Release and Hold Harmless Agreement I know and understand that this Release and Hold Harmless Agreement **shall further limit the liability of the dairy facilities and the dairy professionals associated in any way with the U.S. Dairy Education and Training Consortium programs to include any activity, whatsoever, involving dairy processes and procedures, affiliated and/or associated activities, activities that could be construed to be affiliated and/or associated with the U.S. Dairy Education and Training Consortium programs, and potential resulting harm, including death, personal injury and/or damage to property that may arise as a result of participation.**

I further voluntarily agree and warrant to Release and Hold Harmless this (these) dairy(s) and dairy professional( s) and all associated personnel from **any liability whatsoever, including, but not limited to, any incident caused by or related to the above mentioned activities caused as a result of the sole, joint, or concurrent negligence, negligence per se, statutory fault, or**

**strict liability negligence, relating to injuries known, unknown, or otherwise not herein disclosed; including, but not limited to, injuries, death or property damage from the above mentioned activities: or my failure to understand any dairy professional's directions relating to my on and offsite activities.**

Date: \_\_\_\_\_

Dairy Facility: (Exhibit #1 plus dairies that might be added)

\_\_\_\_\_

**Person voluntarily entering into this Release and Hold Harmless Agreement:**

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

EXHIBIT #1

USDETC Field Trip Participating Dairies

1. ADM Laboratories, Clovis NM
2. Agrivision Farm Management, Hartley, TX
3. Arrowhead Dairy, Clovis, NM
4. Blue Sky Farms & High Plains Dairy, Friona, TX
5. Cactus Feeders, Amarillo TX
6. Caprock Dairy, Muleshoe, TX
7. Caviness Beef Packers, Hereford, TX
8. CDFD, Hartley TX
9. Clover Knolls Dairy, Texico, NM
10. Dairy Fountain Dairy, Plainview, TX
11. Dalhart Jersey Ranch, Dalhart, TX
12. Del Rio Dairy, Friona, TX
13. Desert View Dairy, Texico, NM
14. Dorene Dairy, Clovis, NM
15. Fox Dairy, Plainview, TX
16. Freanna Dairy, Clovis, NM
17. Haakma & Sons Dairy, Farwell, TX
18. Highland Dairy, Clovis, NM
19. Hilmar Cheese, Dalhart, TX
20. Hi-Pro Feeds, Friona, TX
21. J.D Heiskell & Co., Potaes, NM
22. North Point Dairy, Clovis NM
23. Rajen and Legend Dairies, Clovis NM
24. Sandcrest Dairy, Portales, NM
25. Spandet Dairy, Dimmit, TX
26. South Slope Dairy, Clovis, NM
27. Southern Draw Dairy, Clovis, NM
28. Southwest Cheese, Clovis NM
29. Sunwest Dairy, Clovis, NM
30. Tuls Calf Ranch, Clovis NM
31. Texico Jerseys, Clovis NM
32. Tucumcari Cheese, Tucumcari, NM
33. TVMDL, Amarillo, TX
34. Wayne Palla Dairy, Clovis NM