

## Volunteer Waiver <u>BY SIGNING THIS FORM YOU ARE WAIVING IMPORTANT LEGAL RIGHTS</u> \*\*\*PLEASE READ THIS FORM CAREFULLY\*\*\*

- 1. This Waiver covers my participation in the following activities:
  - a. Community Farm Days;
  - b. Adult Education Programs;
  - c. Volunteer Days
- 2. I acknowledge, agree and represent that I understand the nature of volunteer farming activities, which may include physical labor involving the use of tools, heavy objects, as well as ambient environmental conditions, and that I am qualified, in good health, and in proper physical condition to participate in such activities.
- 3. Participating in the above activities involve risks, dangers and hazards. Farming can be strenuous and subject to risk of injury. I am aware that by participating in the above activities I am risking permanent personal injury, paralysis, death, or damage to property. I accept and assume those risks.
- 4. I release the following parties (all of whom are referred to as the "Releases" in this Waiver Form)
  - a. Friends of Holly Hill Farm, Inc., and
  - b. The directors, officers, employees, agents, independent contractors and volunteers of any of the above from any and all liability for any loss, damage, injury or expenses that I may suffer as a result of my participation in the activity above, no matter how caused, including if caused by the negligence of any of the Releases.
- 5. I also agree not to hold Releases liable for any loss or damage to my personal property as a result of my participation in the above activities.
- 6. If someone sues me for negligence, I agree not to claim contribution or indemnity from any of the Releases. I release the Releases from all liability that could arise from such a contribution or indemnity claim.
- 7. I agree to hold harmless and indemnify the Releases in respect of any claims, liability or legal expenses that they incur arising directly or indirectly by reason of a claim brought by me against any person or entity for loss, damage, injury or expenses suffered by me.
- 8. I also understand that the Releases do not assume any responsibility for or obligation to provide financial assistance, including but not limited to medical, health or disability insurance. Friends of Holly Hill Farm, Inc. does not provide Workers' Compensation for volunteer participants.
- 9. I confirm that I have attained the age of 16 years, and if under age 18, my parent or guardian has signed this Waiver.
- 10. I recognize and agree that I am not allowed to participate in the activity above unless I sign this Waiver. I agree that this Waiver is binding on me and on my heirs, executors, administrators and legal

Date

representatives. If any portion of this release from liability shall be deemed by a Court of competent jurisdiction to be invalid, then the remainder of this release from liability shall remain in full force and

effect and the offending provision or provisions severed herefrom.

Signature