

Volunteer/Student Release and Waiver of Liability

Thank you for partnering with Benevolence! This is an annual form where you agree to release Benevolence of all liability while working with us on the orchard, whether you are volunteering or are a member of our Herbal Cooperative. **This form is in effect for the calendar year of 2020.**

This Release and Waiver of Liability (the "Release") executed on this ____ day of _____ 2020, by _____ (the "Volunteer/Student") in favor of Benevolence, including the owner, all contractors, employees and agents (collectively, "Benevolence").

The Volunteer/Student desires to work as a volunteer for Benevolence and engage in the activities related to being a volunteer (the "Activities"). The Volunteer/Student understands that the Activities may include, but are not limited to: land preparation, tilling of soil, composting, seeding, weeding, harvesting, processing of medicinal herbs and produce, construction, educational events and workshops, fundraising, or administrative work.

The Volunteer/Student hereby freely, voluntarily, and without duress executes the Release under the following terms:

- 1. RELEASE AND WAIVER:** Volunteer/Student does hereby release and forever discharge and hold harmless Benevolence and its successors and assigns from any and all liability, claims, and demands of whatever kind of nature, either in law or in equity, which arise or may hereafter arise from Volunteer's/ Student's Activities with Benevolence.

Volunteer / Student understands that this Release discharges Benevolence from any liability or claim that the Volunteer/Student may have against Benevolence with respect to any bodily injury, personal injury, illness, death, or property damage that may result from the Volunteer's/Student's Activities with Benevolence, whether caused by the negligence of Benevolence or its owner all contractors, employees and agents or otherwise. Volunteer/Student also understands that Benevolence does not assume responsibility for or obligation to provide financial assistance or other assistance, including but not limited to medical, health, or disability insurance in the event of injury or illness.

- 2. MEDICAL TREATMENT:** Volunteer/Student does hereby release and forever discharge Benevolence from any claim whatsoever which arises may hereafter arise

on account of any first aid, treatment, or service rendered in connection with the Volunteer's/Student's Activities with Benevolence.

3. **ASSUMPTION OF RISK:** The Volunteer/Student understands that the Activities includes work that may be hazardous to the Volunteer/Student, including, but not limited to, use of farming tools and equipment, various forms of lifting, repetitive motions, construction, loading and unloading, and transportation to and from work sites. Volunteer/Student hereby expressly and specifically assumes the risk of injury or harm in the Activities and releases Benevolence from all liability for injury, illness, death, or property damage resulting in the Activities.
4. **INSURANCE:** The Volunteer/Student understands that, except as otherwise agreed to by Benevolence in writing, Benevolence does not carry or maintain health, medical, or disability insurance for any Volunteer/Student. Each Volunteer/Student is expected and encouraged to obtain his or her own medical or health insurance coverage.
5. **PHOTOGRAPHIC RELEASE:** Volunteer/Student does hereby grant Benevolence permission to use Volunteer's/Student's likeness in photographs and/or video in any and all of its publications, including Web space, Social Media, and in any and all other media, whether now known or hereafter existing, controlled by Benevolence, in perpetually, and for other use by Benevolence, except as otherwise agreed to by Benevolence in writing. Volunteer/Student will make no monetary or other claim against Benevolence for the use of the photographs and/or video.
6. **AGE RESTRICTIONS:** Volunteers/Students under the age of 14 need to be accompanied by adult supervisors. Volunteers/Students ages 17 years old and younger agree not to use any power tools or equipment, including, but not limited to: rototillers, lawn mowers, tractors, or saws. Adult supervisors accompanying Volunteers/Students under the age of 14 years old assume responsibility of compliance.
7. **SAFETY REMINDERS:** Volunteer /Student has read the Farm Safety Reminders given with this Waiver of Liability form prior to volunteering or attending class with Benevolence.
8. **OTHER:** Volunteer/Student expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Colorado and that this Release shall be governed by and interpreted in accordance with the laws of the State of Colorado. Volunteer/Student agrees that in the event that any clause or

provision of this Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release which shall continue to be enforceable.

IN WITNESS WHEREOF, Volunteer / Student has executed this Release as of the day and year written above.

Volunteer Signature

Today's Date

Volunteer Name (printed please)

Street Address

Phone Number

City, State, Zip

Email

Group / Organization (if applicable)

If the Volunteer is under the age of 18 a parent or legal guardian must sign.

Parent Signature (if 18 or under)

In case of emergency, please contact:

Name

Relation

Phone

Address