

WILLING HANDS ENTERPRISES, INC. WAIVER, RELEASE AND INDEMNIFICATION

Acknowledgement and Assumption of Risk. I understand that Willing Hands Enterprises, Inc. plants, cultivates, harvests, recovers, prepares and distributes fresh food, including fruits and vegetables, breads, dairy and other food products, for donation to various human services organizations. I hereby expressly, willingly and voluntarily assume any and all risks and liabilities arising out of, or resulting from, my participation in any of these activities wherever they may occur, whether on Willing Hands’ premises, in a Willing Hands vehicle, or on any farm, orchard or other premises on which Willing Hands operates including, by way of example and not limitation, any risks that may arise from any negligent or intentional acts or omissions of any of the “Released Parties” (as defined below), from dangerous or defective equipment or property owned, maintained, or controlled by them, or because of their possible liability without fault. I understand that I must work safely and treat participating farm, orchard and other property with respect and care. I further understand that there are inherent risks in entering and working on a farm, orchard or other property, including the risk of serious injury or death to myself and other persons and of damage to property. Knowing the risks involved, I nevertheless agree to assume those risks and to release all of the Released Parties from any injury, death or damages which may occur to me or to any other person. I understand that I have a duty to exercise reasonable care for my own safety, and I agree to do so. Such reasonable care includes, but is not limited to, using proper safety equipment and operating tools and other equipment in accordance with the manufacturer’s instructions and only after receiving proper training. I further attest that I am physically fit and able to perform farm and other physical work, and I have not been advised not to participate by a qualified medical professional. I will work at a pace that is safe and comfortable for me.

Release of All Claims. In consideration of Willing Hands allowing me to participate in these activities, I, for myself and for my heirs, executors, administrators, successors, assigns, and, as applicable, minors to which the signatory is a parent or legal guardian (collectively, the “Releasing Parties”) hereby unconditionally and irrevocably release, discharge and waive, and covenant not to sue, Willing Hands Enterprises, Inc., its volunteers, field and project leaders, employees, officers and directors and all owners, employees and agents of any farms, orchards or other premises on which I may enter, their agents, contractors, representatives, successors and assigns (collectively, the “Released Parties”), from any and all causes of action, claims, suits, liabilities, damages, judgments or demands, of any nature whatsoever including, but not limited to, any claims of negligence or willful misconduct, which the Releasing Parties now have or may have in the future against any Released Party arising out of or in any way related to Willing Hands activities including, without limitation, claims on account of personal injury (including death), property damage, or accident of any kind, nature or description (collectively, “Claims”).

Indemnification. I hereby unconditionally and irrevocably agree to indemnify, defend and hold harmless the Released Parties from and against all Claims.

Media/Photographic Release. I hereby grant Willing Hands Enterprises, Inc. the irrevocable right to use forever any film, video tape, audio tape, photographs, slides, or combination thereof, for inclusion in any promotional or advertising purposes, and I agree to appear without pay.

Release of Liability for Minors. I, the undersigned parent or legal guardian of a minor participating in this program, attest that I am over 18 years of age and warrant that I have the legal authority to execute the above agreement on my child or legal ward’s behalf. I have read the foregoing Waiver, Release and Indemnification, and I hereby (i) acknowledge and assume the risks described above on the minor’s behalf (ii) execute this agreement as a Releasing Party with respect to any Claims that I now or may have in the future as the parent or guardian of such minor, and also with respect to any Claims which said minor has or hereafter may acquire, and (iii) agree to indemnify the Released Parties as set forth above.

I agree that this agreement is intended to be as broad and inclusive as permitted by law, and that if any portion hereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. I hereby confirm that I have read the terms of this agreement, which shall have the effect of an instrument executed under seal.

Respect for Farm Property I will wait to enter farm fields or orchards until I receive instructions from the field leader. I will work to the best of my ability to follow all guidelines set out regarding the host farm, orchard or other premises and its produce, land, and equipment. I will stay in the area designated for work and will be considerate of co-workers. I will handle only the crops or other items assigned to me and only occupy the area designated for my activity.

Individual Volunteer or Group Leader Signature _____

Volunteer’s Parent Signature if Volunteer is under age 18 _____

Printed Name: _____

Phone: _____ Email: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Volunteer's Emergency Contact _____ Phone: _____

Relationship: _____

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For GROUPS: Each Participant shall sign below prior to participating in volunteer activity.

GROUP NAME: _____

PLEASE - Print your name, address and e-mail.

1. Name - _____ Signature - _____ Date - _____

Address _____ Email Address - _____

2. Name - _____ Signature - _____ Date - _____

Address _____ Email Address - _____

3. Name - _____ Signature - _____ Date - _____

Address _____ Email Address - _____

4. Name - _____ Signature - _____ Date - _____

Address _____ Email Address - _____

5. Name - _____ Signature - _____ Date - _____

Address _____ Email Address - _____

6. Name - _____ Signature - _____ Date - _____

Address _____ Email Address - _____

7. Name - _____ Signature - _____ Date - _____

Address _____ Email Address - _____

8. Name - _____ Signature - _____ Date - _____

Address _____ Email Address - _____

9. Name - _____ Signature - _____ Date - _____

Address _____ Email Address - _____

10. Name - _____ Signature - _____ Date - _____

Address _____ Email Address - _____

12. Name - _____ Signature - _____ Date - _____

Address _____ Email Address - _____

13. Name - _____ Signature - _____ Date - _____

Address _____ Email Address - _____