

**GARDEN TO TABLE VOLUNTEER PARTICIPATION
WAIVER**

**RELEASE OF LIABILITY
AND INDEMNIFICATION AGREEMENT**

Garden To Table is dedicated to the renewal of local, sustainable food systems throughout Silicon Valley. It relies on volunteers to help it accomplish its mission of forming communities committed to healthy living and environmental responsibility.

In order to volunteer at Garden To Table, I, the Volunteer (or the Volunteer's legal guardian, on the Volunteer's behalf), agree:

1. Safety Rules. For the safety of myself and others, I will comply with Garden To Table's safety rules and directions at all times on Garden To Table program sites and for activities in which I engage as a volunteer. I will supervise any participating child or other person for whom I am legally responsible and ensure that those person(s) are following the safety rules and directions of Garden To Table. If I become aware of any danger or hazardous condition at Garden To Table program sites, I will alert Garden To Table staff immediately.

2. Not an Employee. I am not an employee of Garden To Table. I understand that I will not be paid for my participation, and that I am not covered by or eligible for any insurance, health care, worker's compensation, or other benefits. I may choose not to participate in any Garden To Table activity or to stop participation as a Volunteer completely at any time

3. Awareness and Assumption of Risk. I understand that my participation as a Volunteer has the inherent risk of death or injury to me and damage to my property. These risks may also arise from the condition of the land, or animals or insects present at the site, or the equipment and tools available, or the weather or other environmental or local conditions, or travel to and from the program sites. I assume full responsibility for any and all risks of death, bodily injury or property damage, including, without limitation, those identified in this Section 4, caused by or arising directly or indirectly from my participation as a Volunteer, regardless of the cause, even if that risk or harm is caused by other persons' negligence, whether passive or active.

4. Waiver and Release of Claims. I waive and release any claims against Garden To Table, Garden To Table's directors, officers, employees, for any liability, loss, damages, or claims resulting from death, or injury to my person or property, caused by or arising directly or indirectly from my presence or participation as a Volunteer, regardless of the cause and even if caused by the negligence, whether passive or active, of any Released Party or any other person. I agree not to sue any of the Released Parties on the basis of these waived and released claims. I understand that my releases and waivers in this document extend to claims that I do not know of or do not expect to exist at the time I sign this document, and I waive the protections of Section 1542 of the California Civil Code. I understand that Garden to Table would not permit me to volunteer without agreeing to these waivers and releases.

5. Medical Care Consent and Waiver. I authorize Garden To Table to provide to me first aid and, through medical personnel of its choice, medical assistance,

transportation, and emergency medical services. This consent does not impose a duty upon Garden To Table to provide such assistance, transportation, or services. I waive and release any claims against the Released Parties arising out of any first aid, treatment or medical service, including the lack or timing of such, made in connection with my participation as a Volunteer.

6. Indemnification. I will indemnify and hold the Released Parties harmless from and against any and all claims, liabilities, losses, damages, expenses and attorneys' fees (collectively, Losses), including, without limitation, Losses arising from any death, property damage or injury of any nature whatsoever that may be suffered by me or any other person, which may arise directly or indirectly from (i) my presence or participation as a Volunteer or (ii) any breach by me of this agreement, except to the extent the liability is caused by the gross negligence or willful misconduct of the relevant Released Party.

7. Publicity Authorization. I consent to the unrestricted use, by Garden To Table or any person authorized by Garden To Table in any medium, including the Internet, of any photographs, recordings, interviews, videotapes, film, or similar visual or auditory recordings of me created in connection with my participation in Garden To Table's activities.

Signature _____ Date _____

Name _____

Email _____

Phone Number _____

Street Address _____

City & Zip _____

If you are under 18, then your legal guardian must consent:

Signature _____ Date _____

Name _____