

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

BY ENTERING INTO THIS AGREEMENT, YOU ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES IN CASE OF INJURY, DEATH, OR PROPERTY DAMAGE.

READ THIS AGREEMENT CAREFULLY BEFORE CHECKING OFF THE BOX BELOW. YOUR CHECKING THE BOX INDICATES YOUR UNDERSTANDING AND AGREEMENT TO ITS TERMS.

GLEANING EVENTS

I Fully understand and acknowledge that:

I do not hold Sierra Harvest, its board, members, employees or volunteers liable for any injury, accident or death while participating in a glean or food recovery event. Neither will I hold the person(s) who owns and/or operates the farm from which we glean or area in which we recover food, liable for accidents, injury or death.

In the unlikely case of accident or injury during gleaning, I hereby give permission for medical treatment deemed necessary and reasonable by a doctor.

I will enter only those areas designated for use by volunteers and use care to avoid damaging premises.

The glean events in which I voluntarily choose to participate will involve entering onto privately owned or publicly owned real property (the "Premises") to glean fruit and/or vegetables (the "Glean"). The Glean may involve the use of certain equipment, including, without limitation, ladders and heavy/sharp gleaning tools.

SAFETY

PLEASE, BE CAUTIOUS! We are first and foremost concerned about your safety.

Use great caution when using ladders and other equipment.

Be aware of your surroundings. Step with care because the ground may be uneven and rocks or holes may be hidden by plants. The soil will be slippery when wet.

Immediately report any injuries to Sierra Harvest Leaders.

Bring only what is needed Sierra Harvest is not responsible for any lost or stolen items.

Volunteer Responsibilities

By registering as a volunteer for a Sierra Harvest Gold Country gleaning event, you are agreeing to the following terms of participation:

- The mission of Sierra Harvest is to educate, inspire, and connect Nevada County families to fresh, local, seasonal food. The goal of this is to feed hungry families fresh, wholesome foods by harvesting food that would otherwise go to waste. Therefore, the Grade A produce gleaned at these volunteer events will be donated to the non-profit organizations that feed Nevada County residents in need. Grade B produce may be taken home by volunteers.
- I will arrive promptly for my volunteer assignment, or notify Sierra Harvest in advance if I am unable to come in at my scheduled time. This will allow Sierra Harvest to make necessary accommodations in my absence.
- If I am sick, I will cancel my roster spot; and I will not bring sick children to a harvest.
- I understand that harvests are conducted on private property that the owner has granted Sierra Harvest permission to enter and harvest. I will conduct myself in a manner that is respectful of the owner's property at all times. I will not enter any crop owners' property before or after harvests conducted by Sierra Harvest.
- I will not participate in harassment of any kind, and I will report any incidents I observe during the harvests.
- I will not bring other adults to harvests who have not signed up and been added to the roster.
- Accompanied children are welcome. I will ensure that any minor for whom I am responsible will not be permitted to climb on a ladder unless the minor is directly supervised at all times by me.
- I will wear suitable clothing including closed-toed shoes. At farm harvests, you may want to wear long sleeve shirts and pants.
- I will not bring drugs, alcohol, tobacco products or firearms to harvest.
- I will not bring latex gloves to harvests (these cause some people allergic reactions).
- I will follow supervision and direction of Sierra Harvest Leader.
- I agree to abide by all applicable rules and regulation of Sierra Harvest and to fulfill the volunteer responsibilities to the best of my ability.
- I understand that I will receive no monetary benefits in return for the volunteer service I provide.
- I understand that Sierra Harvest reserves the right to reassign, reschedule, or discontinue a volunteer's term of service at any time and for any reason.

Media Release

I do hereby give Sierra Harvest and parties designated by Sierra Harvest including staff, volunteers, contractors, and program beneficiaries, the permission and irrevocable right to use my name, farm name, testimonials, photographs and video recordings for

reproduction in any medium for purposes of editorial, trade, advertising, display or exhibition use. I/we have read this release and fully understand its contents.

I hereby waive any right that I/we may have to inspect and approve the finished product or copy that may be used in connection with an image or video that was taken of me or the use to which it might be applied.

I further irrevocably release Sierra Harvest and their representatives and assigns from any claim or remuneration associated with any form of damage, foreseen or unforeseen, associated with the commercial or artistic use of these images unless it can be proven that said reproduction was maliciously caused, produced, and published for the sole purpose of subjecting me to conspicuous ridicule, scandal, reproach, scorn and indignity.

I affirm that I am more than 18 years of age.

If under 18 years of age, guardian's signature is required

Confidentiality

I will refrain from sharing the name, address, or other private information of the owner of the Premises.

Volunteers shall keep all information confidential, in whatever form, produced, prepared, observed, or received by the volunteer to the extent that such information is confidential by law.

BY SIGNING BELOW, I AGREE THAT I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY AGREEING TO IT, HAVE AGREED TO IT FREELY AND WITHOUT ANY PERSUASION OR ASSURANCE OF ANY NATURE, AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE AND WAIVER OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Name _____

Date _____

Signature _____