



## **Volunteer Release and Waiver of Liability, and Assumption of Risk Agreement**

THIS IS A LEGAL DOCUMENT THAT AFFECTS YOUR RIGHTS. PLEASE READ CAREFULLY.

This Release and Waiver of Liability, and Assumption of Risk Agreement (the "Waiver") is delivered to the Real Food Share, Inc., a nonprofit corporation organized and existing under the laws of the State of Connecticut, (collectively "RFS"), in consideration for permission to participate as a (Volunteer), and is effective as of the date signed by Volunteer, below.

**1. Waiver and Release of Liability:** I hereby release and forever discharge RFS, each of its directors, officers, employees, and agents, and any other person acting on their behalf, from any responsibility or liability, even if caused by the negligence of RFS, its employees or agents or any other person, for any loss, injury or damage to myself or my property or equipment (including any animal), whether or not foreseeable, occurring in connection with my Volunteer activities with RFS or my presence on or about the RFS Volunteer site. I understand that I am not an employee of RFS; that as a Volunteer I will not be paid compensation for my Volunteer services; and that RFS will not provide any benefits traditionally associated with employment to me.

I further hereby agree to indemnify and hold harmless RFS, its employees and agents, and any other person acting on their behalf, from and against any loss, claim, injury or damage to any and all persons and property, including, without limitation, its employees and agents or their property, arising in connection with my Volunteer activities with RFS or my presence on or about the RFS Volunteer site or facilities.

**2. Insurance:** I understand that I am expected to carry personal medical insurance to cover medical expenses for any injuries I may suffer while performing Volunteer activities. I understand that RFS does not assume any responsibility for or obligation to provide me with financial or other assistance, including but not limited to medical, health, or disability benefits or insurance.

**3. Medical Treatment:** I hereby release and forever discharge RFS from any claim whatsoever which arises or may hereafter arise on account of any first-aid treatment or other medical services rendered in connection with an emergency during any Volunteer activity with RFS.

**4. Assumption of Risk:** I understand that the Volunteer services I provide on or about RFS Volunteer site are mainly outdoors, and may include activities that may be hazardous to me including, but not limited to: exposure to insects and poisonous plants, such as poison ivy, ticks, bees and other stinging insects; the dangers associated with site preparation and handling, assembling, and planting/installing gardening products and materials; the dangers from common outdoor unimproved site, including tripping and slipping hazards; the dangers involved in operating power tools and using common gardening tools and techniques; the dangers from falling and/or mishandled landscaping materials and objects; the dangers arising from weather conditions, equipment failure, inadequate safety equipment; construction projects, loading & unloading materials, and transportation to and from the RFS Volunteer site. *I understand that by signing this Waiver, I hereby fully assume risk of injury or harm associated with these activities, whether or not foreseeable, even if due to NEGLIGENCE of RFS, and release RFS from all liability.*

**5. Photographic Release:** I grant and convey to RFS all right, title, and monetary interests in any and all photographs, images, video, or audio recordings of me or my likeness or voice made by RFS employees, agents, or any other person, organization or company acting on their behalf solely in connection with my Volunteer services for RFS.

**6. Other:** As a Volunteer, I expressly agree that this Waiver is intended to be as broad and inclusive as permitted by applicable law. If any part hereof is held invalid, the balance shall nonetheless continue with full legal force and effect. This Waiver is intended to bind me, my family members, my estate, and/or executor/executrix of my estate forever from seeking any legal action against the RFS and its representatives due to any injuries or damages I may suffer as a result of my Volunteer activities with RFS.

**7. Volunteer Guidelines:** As a Volunteer, I agree to read and abide by all the following RFS guidelines, and I further acknowledge that any infraction of these rules will result in immediate dismissal from RFS Volunteer site, and that I will be sent home immediately at my expense.

**8. Governing Law:** This Waiver shall be governed by the laws of the state of Connecticut.

**9. Neither RFS nor Volunteer admits to having acted wrongfully by signing this Waiver.**

**10. Additional Terms:**

- a) I agree to always wear appropriate clothing for work (closed-toe shoes required; long pants & boots recommended). Gloves are recommended for Volunteer activities, as is appropriate clothing for sun exposure.
- b) I agree to always wear eye protection when using power tools, or near the use of power-tools and agree that I will not operate any unfamiliar tools without first being shown how to use them by a RFS manager.
- c) I agree to come prepared for any physical activities by appropriately dressing, hydrating, and caring for my body and all related personal conditions.
- d) I agree that I will not use a ladder without instruction from a RFS manager.
- e) I agree to report any unsafe working situations to a RFS manager immediately.
- f) I agree to notify a RFS manager if any injury (no matter how small) occurs, so that proper first aid may be administered.
- g) I understand that the use of drugs and/or alcohol while performing Volunteer services on or around a RFS Volunteer site is prohibited. **I understand that it is illegal for a person under the age of 21 to purchase, possess, transport or consume alcohol or for a person over 21 to purchase alcohol for, or supply alcohol to, a person under the age of 21. RFS therefore prohibits the consumption of alcohol at any time by Volunteers under the age of 21.**
- h) I agree not to remove any tools, building materials, camera equipment, or other property owned by RFS from the Volunteer site without permission from a RFS manager.
- i) I agree to behave respectfully toward other Volunteers & staff members.
- j) I agree to follow all instructions given by RFS managers while working on the RFS Volunteer site.

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**Signature/Volunteer\***

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**Print Name**

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**Date**

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**Email**

\* If Volunteer is a minor, then Parent/Guardian signature is required

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**Parent/Guardian**

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**Print Name**

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**Date**

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**Email**