

## Volunteer Release and Waiver of Liability

THIS RELEASE AND WAIVER OF LIABILITY (the "Release") executed on this \_\_\_\_ day of \_\_\_\_\_ (month), \_\_\_\_ (year), by the undersigned Volunteer or Parent/Legal Guardian of Volunteer if Volunteer is under age 18 (the "Guardian"), in favor of Elk Run Farm, a nonprofit farm, and the South King County Food Coalition, a nonprofit organization, their directors, officers, employees, and partners (collectively, "Elk Run Farm"). The Volunteer or Guardian desire that the Volunteer work for Elk Run Farm and engage in the activities related to being a volunteer. The Volunteer or Guardian understand that the work may include farming produce for South King County food bank clients and helping maintain the land and structures of Elk Run Farm.

The Volunteer or Guardian do hereby freely, voluntarily, and without duress execute this Release under the following terms:

- 1. Waivers and Release.* The Volunteer or Guardian do hereby release and forever discharge and hold harmless Elk Run Farm and its successors and assigns from any and all liability, claims, and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from Volunteer's work with Elk Run Farm. Volunteer or Guardian also understand that Elk Run Farm does not assume any 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. It is the policy of Elk Run Farm that Volunteers under the age of 12 not are allowed on Elk Run Farm without a parent or a guardian. It is further the policy of Elk Run Farm that, Volunteers under the age of 16 may not use dangerous farm equipment, such as power tools.
- 2. Medical Treatment.* The Volunteer or Guardian do hereby release and forever discharge Elk Run Farm from any claim whatsoever which arises or may hereafter arise on account of any first aid, treatment, or service rendered in connection with the Volunteer's work with Elk Run Farm or with the decision by any representative or employee of Elk Run Farm to exercise the power to consent to medical treatment.
- 3. Assumption of the Risk.* The Volunteer or Guardian understand that the work for Elk Run Farm may include activities that may be hazardous to the Volunteer, including, but not limited to, raking, hoeing, planting, weeding, hauling materials, mulching, turning compost, and harvesting produce. Volunteer and Guardian hereby expressly and specifically assume the risk of injury or harm in these activities and release Elk Run Farm from all liability for injury, illness, or death resulting from the activities of the Volunteer's work for Elk Run Farm.
- 4. Insurance.* The Volunteer or Guardian understand that, except as otherwise agreed to by Elk Run Farm in writing, Elk Run Farm does not carry or maintain health, medical, or disability insurance coverage for any Volunteer.
- 5. Photographic Release.* The Volunteer or Guardian do hereby grant and convey unto Elk Run Farm all right, title, and interest in any and all photographic images and video or audio recordings made by Elk Run Farm during the Volunteer's work for Elk Run Farm, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.
- 6. Other.* The Volunteer or Guardian expressly agree that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Washington, and that this Release shall be governed by and interpreted in accordance with the laws of the State of Washington. Volunteer and Guardian agree 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, the Volunteer or Guardian have executed this Release as of the day and year first above written. The Volunteer or Guardian is of legal age and is freely signing this Release.

Volunteer Name: \_\_\_\_\_ Signature of Volunteer: \_\_\_\_\_

Parent or Guardian Name (required if Volunteer is under age 18): \_\_\_\_\_

Parent or Guardian Signature: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_