




3394 CR 200
Sanger, TX 76266

 saplingfarms@gmail.com

 +1 (760) 77 FRESH (37374)

Volunteer Waiver of Liability and Release Form

Volunteer Name: _____

Address: _____

Phone: _____

E-mail: _____

Volunteer is under age 18 (Circle One) **YES** / **NO**

If volunteer is under the age of 18, a parent or legal guardian must (a) sign this Waiver and (b) accompany such volunteer at all times (or such volunteer must be part of a group with adequate adult supervision).

Emergency Contact

Name: _____

Relationship to Volunteer: _____

Phone: _____

Parent/Legal Guardian Name: _____

Address: _____

Phone: _____

E-mail: _____

**VOLUNTEERS MUST COMPLETE THE
WAIVER AND RELEASE FORM**

**PARENT/LEGAL GUARDIAN SIGNATURE IS REQUIRED
IF VOLUNTEER IS UNDER AGE 18**



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WAIVER AND RELEASE FORM

RELEASE OF LIABILITY

Volunteers and Members should read this Waiver of Liability and Release (this “Waiver”) carefully and contact Sapling Farms, LLC (the “Farm”) with any questions or concerns.

I, the undersigned, freely, voluntarily and without duress execute this Waiver in favor of the Farm and its directors, officers, employees, representatives, contractors and agents (collectively with the Farm, “Sapling Farms”):

- 1. Volunteer Status.** I would like to volunteer for Sapling Farms. I understand and agree that (a) I am a volunteer and not an employee of the Farm for any purposes and (b) I am not entitled to, nor do I expect, any compensation for my efforts including, but not limited to, minimum wage, overtime, unemployment insurance, workers’ compensation insurance or any other benefits. I acknowledge that the Farm is not a non-profit entity.
- 2. Risks of Volunteering.** I understand that activities related to being a volunteer for Sapling Farms, accessing the Farm, consuming produce from the Farm and participating in other activities and events from time to time held by or relating to the Farm (the “Activities”) involve serious risks and work that may be hazardous. I may be exposed to, for example, but not limited to: insects; wildlife; inclement weather; extreme temperatures; heavy machinery; tools; the actions, inaction and negligence of Sapling Farms, volunteers and other people present at any on- or off-site Activities; travel to and from the farm site; pollutants and dangerous surface and subsurface conditions such as holes in the ground. I understand that these examples are not all-inclusive and there may be additional risks, all of which may involve serious personal injury, death, or damage to my property. If I find anything hazardous or suspected to be hazardous, I shall not touch it and agree to notify Farm personnel immediately. I shall not pick up broken glass or other sharp materials, or exceptionally large, heavy or unyielding objects.
- 3. Indemnification, Release of Claims and Assumption of Risk.** In exchange for the opportunity to participate in the Activities, I (and my family, heirs, legal and personal representatives and my and their successors and assigns) willingly and knowingly (a) release, indemnify and hold harmless Sapling Farms, the landowner of the farm site, any directors, officers, employees, representatives, contractors, volunteers and agents of the foregoing and the respective heirs, successors and assigns of the foregoing (collectively, the “Released Parties”) from any and all Claims (as defined below) and (b) assume all of the risks and responsibilities of the Activities and any Claims. I understand that I am fully and solely responsible for any hospital or other costs arising out of any personal injury or property damage relating to the Activities and that the Released Parties bear no responsibility for the foregoing and do not carry or maintain health, medical or disability insurance for any volunteer. “Claims” means any and all claims, liabilities, damages, demands, rights or causes of action, costs and expenses of whatever kind or nature, present or future, known or unknown, foreseeable or unforeseeable, patent or latent, arising directly or indirectly from or relating to the Activities, or the presence of myself, my family members, guests and others for whom I am legally responsible at the Farm (including, without limitation, for or in connection with any injury, illness, death, medical expenses, medical treatment or service (including the lack or timing thereof), loss of or damage to property and risks described in Section 2 above), even if caused by the negligence or misconduct of any Released Party or any other person, whether passive or active.

4. **Medical Treatment.** I am physically fit to participate in the Activities. I understand no medical services are available on site or otherwise, and I give permission to Sapling Farms to authorize, arrange and/or provide first aid and other medical treatment and services for me and anyone under my supervision in connection with the Activities (it being understood that Sapling Farms has no obligation or duty whatsoever to do so).
5. **Responsibilities.** I understand that I am responsible for my own behavior. I will only perform volunteer work and other Activities that I feel comfortable and safe doing and that I am medically and physically capable of doing. I understand there are certain volunteer activities that require special training. I will not undertake such activities without the required training. I will perform my tasks and participate in a professional, courteous manner, follow the supervision and direction of Sapling Farms or any other volunteer to whom I am assigned, and participate in all training required by the Farm. I shall read and abide by all of the rules and policies of the Farm concerning volunteers and other Activities. I will supervise any participating child or other person for whom I am legally responsible and ensure that those person(s) are following the rules, policies and directions of Sapling Farms.
6. **Photographic / Media Release.** I hereby (a) grant and convey unto Sapling Farms, the landowner and its agents all rights, title and interest in any and all photographic images, video, motion pictures, recordings and other media made by Sapling Farms, the landowner and its agents during the Activities (including, without limitation, any royalties, proceeds or other benefits derived there from) and (b) agree to allow Sapling Farms, the landowner and its agents to use the foregoing and my name, likeness, images and other materials and representations of or involving me as may be deemed appropriate or desirable by Sapling Farms, the landowner and its agents for advertising, publicity, marketing promotion, social media and other lawful purposes of or involving Sapling Farms, the landowner and its agents, in any such case, from now until the end of time, without compensation.
7. **Violation.** I acknowledge that a breach of any of the policies, rules and regulations of the Farm (including, without limitation, any safety or non-discrimination policy) or the terms of this Waiver may result in dismissal from the premises on which the Farm is located or otherwise conducts its activities and/or the preclusion of my participation in the Activities.
8. **Miscellaneous.** I have read and understand this entire Waiver, agree to its terms, understand its meaning and significance and affirm that I have not relied upon any statement or representation not included in this Waiver. I expressly agree that this Waiver should be interpreted as broadly and inclusively as permitted by the law of the State of New York and that this Waiver shall be governed by the law of the State of New York. In the event that any clause or provision of this Waiver is held to be illegal, invalid or unenforceable in any jurisdiction, the legality, validity and enforceability of the remaining clauses and provisions in this Waiver shall not be affected or impaired thereby.
9. I understand that this document is intended to be as broad and inclusive as permitted by the laws of the state in which the Volunteer Activities take place and agree that if any portion of this Agreement is invalid, the remainder will continue in full legal force and effect.



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PUBLICITY RELEASE

In return for being allowed to participate in Sapling Farms volunteer activities and all related activities, including any activities incidental to such participation (“Volunteer Activities”), the undersigned Volunteer or Parent/Legal Guardian of Volunteer if Volunteer is under age 18 (hereafter referred to using “I”, “me”, or “my”) hereby grants to Sapling Farms, and each of its subsidiaries, affiliates, agents, advertising or promotional agencies, and partners, and all such entities’ officers, directors, agents, employees, respective successors and assigns (collectively, “Authorized Parties”), the absolute and irrevocable right and permission to use, publish, broadcast and/or copyright the use of Volunteer’s name, address, voice, photograph and/or likeness, caricature, and personal information, in its current form or as retouched, digitized, cropped, altered, distorted or modified in any way, in any and all advertising, promotional, or other materials based upon or derived from the Volunteer Activities in any manner, in any media whatsoever for any and all purposes, including by way of example but without limitation advertising, promoting or publicizing products and services throughout the universe, in perpetuity, in any and all media now known or hereafter devised (including without limitation on the Internet), without additional compensation. I further agree that anything derived there from will be owned solely by the Authorized Parties. I shall not authorize the use of any print, negative or other copy thereof by anyone other than the Authorized Parties.

(Signature of Volunteer)

Date

I am of legal age and am freely signing this agreement. I have read this form and understand that by signing this form, I am giving up legal rights and remedies.

(Signature of Parent/Legal Guardian if Volunteer is Under 18)

Date

I am the parent or legal guardian of the Volunteer. I am of legal age and am freely signing this agreement. I have read this form and understand that by signing this form, I am giving up legal rights and remedies.