

THE URBAN FARMERS
PARTICIPANT ACKNOWLEDGEMENT AND AGREEMENT (INCLUDING MINORS)

Name of Participant: (Print Clearly) _____ **Age:** _____

Volunteers are expected to participate in the fruit picks and associated work with planting orchards and fruit trees (“harvest”); this work involves physical labor. Many of the harvests are done on private properties; you will be given the privilege of access on these properties in exchange for your volunteer work. Finally, The Urban Farmers may periodically take pictures or video of you while on a harvest. This Participant Acknowledgement and Agreement addresses each of these issues in turn.

In consideration for The Urban Farmers (“The Urban Farmers”) permitting me to participate in the above named harvesting project, I and my parent(s) or legal guardian for themselves and on my behalf, the participant (“Participant”) hereby represent, acknowledge and agree as follows:

I. Engaging in Physical Activity and Accessing Private Property

Activities and Risks:

I understand that although The Urban Farmers has taken steps to provide appropriate equipment so participants can enjoy activities in which they may not be skilled, these activities are not without risk. The same elements that contribute to the unique character of these activities can cause loss or damage to my equipment, accidental injury or illness, or, in extreme cases, permanent trauma or death. The Urban Farmers does not want to frighten its participants or reduce their enthusiasm for these activities, but thinks it is important for them to know in advance what to expect and to be informed of the risks involved.

Participation in the harvesting project involves farm work and/or backyard harvesting work which includes physical labor, and among other things, may include exposure to farming and harvesting tools and agricultural chemicals. The participant may engage in strenuous and/or prolonged physical exertion which may reveal previously unknown health problems or make known health problems worse.

The participant can be injured by natural hazards including: animals, insects, toxic plants, and falling trees or fruit. Objects may fall and strike participants while they engage in the harvesting project. Participants may be walking over loose rocks. They risk injury from falling down, as well as abrasions, ankle and knee injuries, and fractures. A participant choosing to climb a tree or use a ladder during the harvesting project risks falling from a high altitude.

I understand that the description of these risks is not complete and that other unknown or unanticipated risks, inherent and otherwise, may be encountered and may result in injury or death. My participation in this harvesting project is purely voluntary, and I elect to participate in spite of the risks.

Assumption of Risks:

I, and my parent(s) or guardian, for themselves and on my behalf, acknowledge and assume all risks of my participation in a harvesting project, and any other activity of The Urban Farmers whether those risks are known or unknown, described above in the Activities and Risks, inherent or otherwise.

Release and Indemnity:

I and my parent(s) or legal guardian, for themselves and on my behalf, agree as follows:

1. I hereby release and forever discharge The Urban Farmers, including its officers, directors, trustees, employees, agents, and volunteers (collectively, “Released Party” or “Released Parties”), from all claims, liabilities and losses asserted by or on behalf of me, or the minor participant, for injury, loss or damage resulting, directly or indirectly, from my or the child’s participation in a The Urban Farmers activity or the use of its equipment or facilities. This release includes injury, loss or damage caused or claimed to be caused in whole or in part by the negligence of a Released Party. I understand that in signing this document I surrender my rights, and those of the child, to make a claim or file a lawsuit against a Released Party for personal injury, property damage, wrongful death, breach of warranty or contract, or under any other legal theory, except in cases of intentional wrongs or the gross negligence of a Released Party.

2. I agree to defend, hold harmless and indemnify Released Parties from any claim and from any liability, loss, damages or expenses (including attorneys' fees) resulting from a claim brought by a third party, such as a property owner or other volunteers, for any loss or damage arising out of my or the child's participation in The Urban Farmers activities or use of its equipment or facilities.

II. Appearance Release

I and my parent(s) or legal guardian, for themselves and on my behalf, agree as follows:

1. I hereby grant The Urban Farmers permission to photograph/video me and to record my voice, performances, poses, and appearances, and use my picture, photograph, silhouette and other reproductions of my physical likeness and sound (the results of which, together with my name, voice, and biographical material, shall be referred to as the "Material") as part of (i) The Urban Farmers's publicity, marketing, or advertising efforts and (ii) the unlimited distribution, advertising, promotion, assignment, exhibition and exploitation of any promotional, advertising, or media product produced by The Urban Farmers. I agree that any photographs or video of the participant taken by The Urban Farmers and/or its agents while on the course by become the property of The Urban Farmers.

2. I agree I will not assert or maintain against the Released Parties any claim, action suit or demand of any kind of nature related to the Material, including but not limited to, those grounded upon invasion of privacy, rights of publicity or other civil rights, or for any other reason in connection with The Urban Farmers's use of my likeness or sound. I hereby release the Released Parties from any causes of action, costs and expenses whatsoever, at law or in equity, known or unknown, anticipated or unanticipated, which I ever had, now have, or may, shall or hereafter arising out of The Urban Farmers's use of the Material.

III. Additional Provisions

In addition I and my parent(s) or guardian agree as follows: This Participation Acknowledgement and Agreement is continuous, in force, and binding for each and every harvest that I participate in with The Urban Farmers, regardless of the date, time, or location. If any portion of this Participant Acknowledgment and Agreement is found to be invalid or unenforceable, the remaining portion shall nevertheless remain in force and effect.

This agreement will be interpreted and construed according to the substantive laws of California, and in the event of any legal action which results relating to this agreement or any of the subject matter covered by it, such legal action will be initiated, maintained, and decided only in Contra Costa County, California.

I and my parents or guardian, for themselves and on my behalf, have read this entire document, fully understand it, have satisfied any questions and concerns we may have, and voluntarily accept the terms and conditions stated herein without modification. We acknowledge that this agreement shall be effective and binding on myself, my heirs, assigns, personal representative, and estate and for all members of my family. I acknowledge that I am not relying on any oral, written, or visual representations or statements made by The Urban Farmers to induce me to participate in this harvest.

Signature of Participant: _____ **Print Name of Participant:** _____ **Date:** _____

Signature of Parent/Guardian: _____ **Print Name of Parent/Guardian:** _____ **Date:** _____

Address: _____

Email: _____ **Telephone:** _____