

Alameda Backyard Growers Volunteer Agreement and Release of Liability

Volunteer wishes to participate in volunteer activities arranged or promoted by Alameda Backyard Growers (Activities). Alameda Backyard Growers Inc and its officers, directors and authorized agents are collectively and individually called ABG. The Activities may, but need not, include harvesting fruit from trees (Picking) on property owned by others (Owners). In return for the Volunteer being allowed to participate in Activities, the person(s) signing below (Signer) agrees as follows:

1. **All Activities.** Volunteer will abide by any rules and guidelines provided by ABG or any Owner in doing the Activities. Signer agrees and understands that neither any Owner nor ABG will be responsible if Volunteer is hurt or killed as a result of any Activities or entering any Owner's yard, harvesting fruit, or eating the fruit. Signer represents that Volunteer has no pre-existing conditions that could make Volunteer's Activities dangerous or difficult.

2. **Information.** Volunteer may have access to confidential personal data (for example, contact information or donation amounts) about persons associated with ABG in order to conduct Activities. Volunteer will use such information only for the purpose of conducting the Activities for the benefit of ABG, will keep the information confidential and will not share the information with anyone other than authorized ABG associates for the purpose of Activities.

3. **Picking.** Signer acknowledges and understands that there are risks and dangers involved in Picking. These include but are not limited to: risk of injury from falling from heights, falling or tripping on uneven surfaces or debris, falling branches or fruit, dog bites, and risk of food borne illness arising from eating fruit. Signer understands that neither Owners nor ABG makes any warranty or representation with regard to the safety of entering Owners' yard(s), Picking, eating the fruit, or related activities. Volunteer will use care and caution to protect Volunteer and others and to protect the property of ABG and Owners. Volunteer will not enter any part of any Owner's home or yard unless and until authorized by Owner to do so. Volunteer will respect each Owner's privacy. If Volunteer uses a ladder in Picking, Volunteer will use great care and caution and will inspect any ladder before use. If Volunteer has any question about the safety of a ladder, Volunteer will not use it.

4. **Release; Indemnification.** Signer agrees not to make a claim against or sue any Owner or ABG for any injury, loss, illness or death that Volunteer or Signer may experience during or as a result of participating in any Activity or Activities, entering any Owner's property, or consumption of any Owner's fruit, including injury, loss, illness or death arising from the active or passive negligence of any Owner or ABG. On behalf of Volunteer and Signer, any member of Volunteer's or Signer's family, Volunteer's or Signer's heirs, dependents and assigns, Volunteer and Signer agree to indemnify, hold harmless, and defend each Owner and ABG from all claims, liability, or demands that Volunteer, Signer or any third party may have or in the future make against any Owner or ABG for injury, loss, illness or death arising from any of the activities described in the preceding sentence. Signer and Volunteer expressly assume all risk of injury, however caused, arising out of the Activities, including but not limited to use of a ladder. This is intended to be a complete release, discharge, and waiver of any and all actions, causes of action, or lawsuits against each Owner and ABG arising in connection with any Activities or any presence and activities on Owners' property or consumption of each Owner's fruit now and in the future. If any portion of this Agreement is held by a court to be invalid, it shall be severed and the remaining provisions of the Agreement shall remain in full force and effect. Signer has carefully read this Agreement and fully understands it.

Optional Photo Release - check if Volunteer and Signer agree to sentence below:

ABG has the right to use any photograph or image of Volunteer made in connection with the Activities to publicize or promote ABG or its activities, in such manner as ABG shall determine.

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| Volunteer Name (Print) | |
| Volunteer Signature | |
| If Volunteer is under 18, Parent or Legal Guardian must sign here: | |
| Date | |