



SIMI VALLEY'S COMMUNITY GARDEN

at the garden...

VOLUNTEER PARTICIPATION FORM

FOR THE SIMI VALLEY COMMUNITY GARDEN

VERSION 1.1

JANUARY 1, 2017



PLEASE RETURN COMPLETED FORM TO:

EMAIL: **PLOTMANAGER@SIMIATTHEGARDEN.ORG**

IN-PERSON OR BY FAX: **(805) 416-8300**

SIMI VALLEY COMMUNITY GARDEN

VOLUNTEER PARTICIPATION WAIVER RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT

Simi at the Garden, Inc. (SATG) relies on volunteers to help it accomplish its mission of forming communities committed to healthy living and environmental responsibility. In order to volunteer at SATG, I, the Volunteer (or the Volunteer's legal guardian, on the Volunteer's behalf), agree:

1. Safety Rules. For the safety of myself and others, I will comply with SATG's safety rules and directions at all times on SATG program sites and for activities in which I engage as a SATG volunteer. I will supervise any participating child or other person for whom I am legally responsible and ensure that those person(s) are following the safety rules and directions of SATG. If I become aware of any danger or hazardous condition at SATG program sites, I will alert SATG staff immediately.

2. Not an Employee. I am not an employee of SATG, the Simi Valley Seventh Day Adventist Church (SDA), or the City of Simi Valley (City). I understand that I will not be paid for my participation, and that I am not covered by or eligible for any insurance, health care, worker's compensation, or other benefits. I may choose not to participate in any SATG activity or to stop participation as a Volunteer completely at any time. I acknowledge that neither SDA nor the City are joint venturers, partners or otherwise jointly engaged in any activities with SATG, including those in which I may participate as a Volunteer.

3. Awareness and Assumption of Risk. I understand that my participation as a Volunteer has the inherent risk of injury or death to me and damage to my property. These risks may result not only from my own actions or inactions, including overexertion, but also from the actions or inactions of SATG, SATG's directors, officers, employees and agents, the SDA, the City, other volunteers, or others present while I am acting as a Volunteer. These risks may also arise from the condition of the land, or animals or insects present at the site, or the equipment and tools available, or the weather or other environmental or local conditions, or travel to and from the program sites. I assume full responsibility for any and all risks of bodily injury, property damage or death, including, without limitation, those identified in this Section 4, caused by or arising directly or indirectly from my participation as a Volunteer, regardless of the cause, even if that risk or harm is caused by other persons' negligence, whether passive or active.

4. Waiver and Release of Claims. I waive and release any claims against SATG, SATG's directors, officers, employees, and agents, SDA, and City (collectively, the Released Parties), for any liability, loss, damages, or claims resulting from injury, or death to my person or property, caused by or arising directly or indirectly from my presence or participation as a Volunteer, regardless of the cause and even if caused by the negligence, whether passive or active, of any Released Party or any other person. I agree not to sue any of the Released Parties on the basis of these waived and released claims. I understand that my releases and waivers in this document extend to claims that I do not know of or do not expect to exist at the time I sign this document, and I waive the protections of section 1542 of the California Civil Code. I understand that SATG would not permit me to volunteer without agreeing to these waivers and releases.

5. Medical Care Consent and Waiver. I authorize SATG to provide to me first aid and, through medical personnel of its choice, medical assistance, transportation, and emergency medical services. This consent does not impose a duty upon SATG to provide such assistance, transportation, or services. I waive and release any claims against the Released Parties arising out of any first aid, treatment or medical service, including the lack or timing of such, made in connection with

my participation as a Volunteer. I acknowledge that I am voluntarily participating in any designated activities at SATG, and understand that it is customary and recommended to seek the advice of a physician before commencing engagement in any strenuous activities.

6. Indemnification. I will indemnify and hold the Released Parties harmless from and against any and all claims, liabilities, losses, damages, expenses and attorneys' fees (collectively, Losses), including, without limitation, Losses arising from any death, property damage or injury of any nature whatsoever that may be suffered by me or any other person, which may arise directly or indirectly from (i) my presence or participation as a Volunteer or (ii) any breach by me of this agreement, except to the extent the liability is caused by the gross negligence or willful misconduct of the relevant Released Party.

7. Publicity Authorization. I consent to the unrestricted use, by SATG or any person authorized by SATG, in any medium, including the Internet, of any photographs, recordings, interviews, videotapes, film, or similar visual or auditory recordings of me created in connection with my participation in SATG's activities.

Signature

Date

Name (Print)

Email Address

Phone Number (Cell/Home)

Street Address

City, State, Zip Code

If you are under 18, then your legal guardian must consent:

I certify that I am the legal parent/guardian of the minor applicant(s)

and hereby give my consent for the minor(s) to volunteer at the Simi Valley Community Garden, in accordance with all of the terms of this Volunteer Participation Waiver.

Signature

Date

Name (Print)