

VOLUNTEER AGREEMENT AND RELEASE FROM LIABILITY



1. I, _____ [Printed Name] agree to work for Mesa Harmony Garden as a volunteer in the garden during pre-agreed hours.
2. As a volunteer, I understand that I control the dates and times when I do the work and that Mesa Harmony Garden is not responsible for scheduling my volunteer work. I also understand that I will not be compensated for any time spent volunteering, nor am I entitled to benefits, including employment insurance benefits upon the termination of this agreement or as a result of this service.
3. I am aware that participation as a volunteer may require working outside for extended periods of time, performing activities that include physical labor such as digging and weeding, standing and walking on uneven ground, carrying heavy objects and using sharp tools, and will require the exercise of reasonable care to avoid injury. I am voluntarily participating in this activity with knowledge of the hazards and potential dangers involved and agree to accept any and all risks of personal injury and property damage.
4. As consideration for volunteering for Mesa Harmony Garden, I hereby agree that I, and my assignees, heirs, guardians, and legal representatives, will not make a claim against or sue Mesa Harmony Garden or its officers, agents or contractors for injury or damage resulting from the negligence, whether active or passive, or other acts, however caused, by any of its officers, agents, or contractors of Mesa Harmony Garden as a result of my volunteering. I HEREBY RELEASE AND DISCHARGE Mesa Harmony Garden AND ITS OFFICERS, AGENTS AND CONTRACTORS FROM ALL ACTIONS, CLAIMS, OR DEMANDS THAT I, MY HEIRS, GUARDIANS, AND LEGAL REPRESENTATIVES NOW HAVE, OR MAY HAVE IN THE FUTURE, FOR INJURY OR DAMAGE RESULTING FROM MY PARTICIPATION IN MESA HARMONY GARDEN'S ACTIVITIES.
5. I UNDERSTAND THAT IF I AM INJURED IN THE COURSE OF WORKING FOR MESA HARMONY GARDEN, I AM NOT COVERED BY ANY WORKERS' COMPENSATION PROGRAM. I authorize Mesa Harmony Garden to seek emergency medical treatment on my behalf in case of injury, accident or illness to me arising from my involvement as a volunteer. I understand that I will be responsible for medical costs incurred by such accident, illness or injury.
6. I understand that the materials and tools provided by Mesa Harmony Garden are and remain the property of Mesa Harmony Garden, and I agree to return these tools and any remaining materials to Mesa Harmony Garden at the end of my volunteer service.
7. I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY, AND SIGN IT OF MY OWN FREE WILL.

Date Volunteer Signature

Printed Name

Date Mesa Harmony Garden Representative Signature

Printed Name

If volunteer is under 18 years of age, parent or guardian must read and sign the following:
This release, its significance, and assumption of risk have been explained to and are understood by the minor.

Date Parent or Guardian Signature

Printed Name

**PARTICIPANT DISCLAIMER AND WAIVER
WHEN OUTSIDE PROGRAM PROVIDERS USE LOCATION PREMISES**

Name of Participant:

Name Program: **Mesa Harmony Garden**

Name of Outside Program Provider: **Mesa Harmony Garden**

Name of Location: **Holy Cross Church**

I am voluntarily participating in the Program. I acknowledge that the Location is not endorsing, vouching for, or exercising any oversight over the Program or the Provider, and I further understand and agree that this Program is not under the control of the pastor, the principal, Location's employees or agents. I agree that I will not make any claims against the Location for any injuries I may sustain as a consequence of my participating in the Program or acting upon any advice I may receive from those conducting the Program.

The Location disclaims all responsibility for the Program, its contents, participants or Providers.

The Location is only making available the space where the Program is conducted.

I understand that the Program is sponsored and services are provided by the Provider and/or its designated representative(s). The Provider is solely responsible for all activities conducted in connection with the Program, including but not limited to, assessing my physical and mental ability to participate in the Program, the safety of the activity, or the value and accuracy of the services provided. If I have questions about possible risk of injury or damage, the Provider's qualifications, or about insurance coverage for any injuries or damages I may sustain during, or as a consequence of, my participation in the Program, I will direct them to Provider.

I represent that I have understood this Disclaimer and Waiver and am competent to agree to its terms and conditions.

NAME: _____ DATED: _____

SIGNATURE: _____