

Ballyntyne Learning Farm
Volunteer Liability Waiver and Personal Release Form

RELEASE & WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT. PLEASE READ CAREFULLY.

_____ (“Volunteer”) enters into this Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement (this “Release”) in favor of Ballyntyne Learning Farm, Inc., an Oregon nonprofit corporation, and its administrators, directors, officers, members, employees, agents, and volunteers (collectively, “BLF”).

Volunteer desires to work as a volunteer for or with BLF and engage in the activities related to being a volunteer (the “Activities”). Volunteer understands that the Activities may include, but are not limited to lifting, use of tools, standing on platforms, and related activities.

Volunteer hereby freely, voluntarily, and without duress executes this Release under the following terms:

RELEASE & WAIVER: Volunteer does hereby release, forever discharge, covenant not to sue, and hold harmless Ballyntyne Learning Farm, Inc. and its successors and assigns from any and all liability, claims, or demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from Volunteer’s participation in the Activities with Ballyntyne Learning Farm. Volunteer understands that this Release discharges Ballyntyne Learning Farm, Inc. from any liability or claim that Volunteer may have against Ballyntyne Learning Farm, Inc. with respect to any losses or damages, including without limitation any bodily injury, personal injury, illness, death or property damage, that may result from Volunteer’s Activities with Ballyntyne Learning Farm, Inc., whether caused or alleged to be caused, in whole or in part, by the negligence of Ballyntyne Learning Farm, Inc. or its officers, directors, employees, agents or otherwise. Volunteer also understands that Ballyntyne Learning Farm, Inc. does not assume any responsibility for or obligation to provide financial assistance or other assistance, including but not limited to medical, health, or disability insurance in the event of injury or illness.

MEDICAL TREATMENT: Volunteer does hereby release and forever discharge Ballyntyne Learning Farm, Inc. from any claim whatsoever which arises or may hereafter arise on account of any first aid, treatment, or service rendered in connection with the Volunteer’s Activities with Ballyntyne Learning Farm, Inc.

ASSUMPTION OF THE RISK: Volunteer hereby attests that his/her attendance and participation in the Activities is voluntary. Volunteer fully understands that the Activities involve unavoidable risks and dangers of serious bodily injury, including permanent disability, paralysis and death. Volunteer also understands that there may be other risks of social and/or economic losses that are not known to him/her and/or not readily foreseeable at this time. Volunteer hereby expressly and specifically accepts and assumes all such risks and all responsibility for

losses, costs, and damages that he/she may incur as a result of his/her participation in the Activities.

INSURANCE: Volunteer understands that Ballyntyne Learning Farm, Inc. does not carry or maintain health, medical, or disability insurance coverage for Volunteer.

EACH VOLUNTEER IS EXPECTED AND ENCOURAGED TO OBTAIN HIS/HER OWN MEDICAL OR HEALTH INSURANCE COVERAGE.

INDEMNITY AGREEMENT: Volunteer agrees to hold harmless and defend Ballyntyne Learning Farm, Inc. with respect to any and all actions, claims, or demands that may be made or brought against Ballyntyne Learning Farm, Inc. arising from or in connection with his/her participation in the Activities, and agrees to compensate Ballyntyne Learning Farm, Inc. for reasonable attorney's fees and expenses arising in connection therewith.

CRIMINAL HISTORY: Volunteer hereby confirms, represents and warrants that he/she has never been convicted of or charged with a violent crime, child abuse or neglect, child pornography, child abduction, kidnapping, rape, or any sexual offense, nor has he/she ever been ordered by a court to receive psychiatric or psychological treatment in connection therewith.

OTHER: Volunteer expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Oregon, and that this Release shall be governed by and interpreted in accordance with the laws of the State of Oregon. Volunteer agrees that in the event that any clause or provision of this Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release which shall continue to be enforceable.

PHOTO/VIDEO: Volunteer grants Ballyntyne Learning Farm the irrevocable right to use forever any film, videotape, audio tape, photographs, slides, or combination thereof, for inclusion in any promotional, program, or advertising purposes, and Volunteer agrees to appear without pay.

By agreeing to this Release, Volunteer warrants that he/she has read and fully understands this Release and that he/she is fully familiar with its contents and terms. Volunteer agrees to this Release freely and without inducement or assurance of any nature.

VOLUNTEER UNDERSTANDS THAT HE/SHE IS GIVING UP SUBSTANTIAL RIGHTS BY SIGNING THIS RELEASE. VOLUNTEER INTENDS THIS RELEASE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

IN WITNESS WHEREOF, VOLUNTEER IS OF LEGAL MENTAL CAPACITY AND AGE TO ACT AS HIS/HER OWN REPRESENTATIVE IN AGREEING TO THIS RELEASE.

By signing below, you confirm that you agree to the Passion Impact Volunteer Liability Waiver and Personal Release Form.

Volunteer's Full Name (please print): _____

Volunteer's Signature: _____ **Date:** _____

Parent/Guardian's Name (if Volunteer under 18): _____

Parent/Guardian's Signature: _____ **Date:** _____