

## Volunteer Release and Waiver of Liability

Deep Medicine Circle (DMC) is guided by its purpose to address health disparities and food insecurity through agroecological farming, stable employment for farm workers, improved access to nutritious food, ecological restoration, education and programming in health, arts and ecology.

This Volunteer Release and Waiver of Liability (“release”), executed on the date below by \_\_\_\_\_ (“Volunteer”), releases Deep Medicine Circle (DMC), a nonprofit public benefit corporation organized and existing under the laws of the State of California, and each of its directors, officers, employees, agents, successors and assigns (collectively with DMC, the Releasees). Volunteer desires to provide volunteer services for DMC. Volunteer understands and agrees that the scope of Volunteer’s relationship with DMC is limited to a volunteer position, that no compensation will be paid to Volunteer to return for performing Volunteer Services, and DMC will not provide any benefits traditionally associated with employment to Volunteer. Volunteer agrees that:

**Policies and Safety Rules:** For my safety and that of others, I will comply with DMC’s policies and safety rules and its other directions for all events and/or volunteer activities (“Activity” or “Activities”). The activities, which I voluntarily choose to participate, will involve entering onto privately owned and real property (the “Premises”) at 5100 Telegraph Ave, Oakland, California 94609 also known as the “Rooftop Medicine Farm” to prepare fields, organize equipment, plant, grow, harvest fruit and/or vegetables. The Activity(ies) may involve the use of certain equipment including, without limitations, ladders, tractors, mechanical machinery and heavy/sharp harvesting and farming tools.

Volunteer activities include, but are not limited to: entering only those areas designated for use by volunteers; using care to avoid damaging the Premises; refraining from climbing trees or fences to retrieve produce; Picking only fruit/ vegetables that appears mature and ready to be picked, leaving less mature fruit/vegetables on the tree/plant; using caution when using a ladder; ensuring that any minor(s) (individuals under the age of 18 years) for whom I am responsible will be supervised at all times by me; and ensuring that any minor for whom I am responsible will not be permitted to climb on a ladder unless the minor is at least 14 years of age and is directly supervised at all times by me. CLOSED-SHOES ARE REQUIRED. My motivation for serving and my behavior must reflect DMC’s values. I agree that all volunteers and recipients should receive respect and excellent care, and must be treated equally and without judgment.

**Assumption of Risk:** I, Volunteer understand that there is a risk of property damage or personal injury as a result of my participation as a volunteer with DMC including but not limited to the potential for death or bodily injury, and while particular skills, equipment, and personal discipline may reduce the risk, the risks of serious injury and death do exist. I knowingly and

freely assume all such risks, both known and unknown, even if arising from the negligence of the releases or others and assume full responsibility for my participation.

**Waiver and Release:** I, Volunteer, for myself and on behalf of my heirs, assigns, personal and legal representatives and next of kin, release and forever discharge and hold harmless, and covenant not to sue, the Releasees from any and all liability, claims, and demands of whatsoever kind of nature, either in law or in equity, which arise or may hereafter arise from the Volunteer Services I provide for DMC. I understand and acknowledge that this release discharges the releases from any liability or claim that I may have against DMC and the releases with respect to bodily injury, personal injury, illness, death, or property damage that may result from or occur while I am providing volunteer services for DMC.

**Insurance:** I understand that DMC does not assume any responsibility for or obligation to provide me with financial or other assistance, including but not limited to medical, health or disability benefits, or any other insurance of any nature in the event of my injury, illness, death or damage to my property. I expressly waive any such claim for compensation or liability on the part of DMC beyond what may be offered freely by DMC in its sole discretion, in the event of such injury or medical expenses incurred by me.

**Publicity:** I consent to the unrestricted use of my image by DMC or agents and authorize them to use any photographs, video, motion pictures, recording, or any other media, including social networking websites. I waive any right to inspect or approve the finished product and acknowledge that I am not entitled to any compensation for the creation or use of the finished product.

**Medical Treatment:** I hereby release and forever discharge the Releasees from any claim whatsoever which arises or may hereafter arise on account of any first-aid treatment or other medical services rendered in connection with an emergency that occurs while I am providing the Volunteer Service(s).

**Terms and Conditions:** I willingly agree to comply with all stated and customary terms and conditions for participation as a volunteer with DMC. If, however, I observe any unusual or significant hazard or risk during my participation as a volunteer, I will remove myself from participation and bring such hazard or risk to the attention of the DMC immediately. I voluntarily agree that DMC staff/board may, at any time, with or without cause, revoke my right to volunteer for or participate in DMC events and Activities.

**Intent of Volunteer:** I intend by this Release to release in advance, and to waive my rights and to discharge all of the Releasees from, all claims, losses or liabilities for personal injury, including but not limited to death or bodily injury, or property damage that I may have or claim to have, or which may hereafter accrue to me, as a result of my participation as a volunteer, even though that liability may arise from negligence or carelessness on the part of the Releasees, from dangerous or defective property or equipment owned, maintained or controlled by them or because of their possible liability without fault. I understand and agree that this Release is binding on my, assigns, personal and legal representatives, and next of kin.

**Parents or Guardians of Volunteers Under Age 18:** This is to certify that I, as parent/guardian with legal responsibility for the Volunteer, do consent and agree to his/her waiver and release of the Releasees as provided above, and, for myself and my heirs, assigns, personal and legal representatives, and next of kin, hereby release and agree to indemnify and hold harmless the Releasees from any and all claims and liabilities incident to my minor child's/ward's involvement or participation in this event as provided above, even if arising from the negligence of the releases, to the fullest extent permitted by law. **If you are under the age of 18 years or are registering your child you MUST bring a copy of this liability waiver to your first Activity signed by a parent or legal guardian.**

**I have read this waiver and release of liability, fully understand its terms, understand that I have assumed significant risks and given up substantial rights by signing it, and sign it freely and voluntarily without any inducement.**

\_\_\_\_\_  
Volunteer's Name (print)  
Date:

\_\_\_\_\_  
Volunteers Signature

\_\_\_\_\_  
Name of Minor (IF APPLICABLE)  
Date:

\_\_\_\_\_  
Legal Guardian's Name (PRINT)

