



Volunteer Release and Waiver of Liability

Thank you for partnering with us to create a healthier community for all. This is an annual form where you agree to release Eighth Day Farm of all liability while working with Eighth Day Farm. **This form is in effect for the calendar year of 2017.**

This Release and Waiver of Liability (the "Release") executed on this _____ day of _____ 2017, by _____ (the "Volunteer") in favor of Eighth Day Farm, Inc., a non-profit corporation, including all directors, officers, employees, and agents (collectively, "Eighth Day Farm").

The Volunteer desires to work as a volunteer for Eighth Day Farm and engage in the activities related to being a volunteer (the "Activities"). The Volunteer understands that the Activities may include, but are not limited to: land preparation, tilling of soil, composting, seeding, weeding, harvesting, washing of produce, construction, educational events and workshops, fundraising, or administrative work.

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

1. RELEASE AND WAIVER: Volunteer does hereby release and forever discharge and hold harmless Eighth Day Farm and its successors and assigns from any and all liability, claims, and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from Volunteer's Activities with Eighth Day Farm.

Volunteer understands that this Release discharges Eighth Day Farm from any liability or claim that the Volunteer may have against Eighth Day Farm with respect to any bodily injury, personal injury, illness, death, or property damage that may result from the Volunteer's Activities with Eighth Day Farm, whether caused by the negligence of Eighth Day Farm or its officers, directors, employees, or agents or otherwise. Volunteer also understands that Eighth Day Farm 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.

2. MEDICAL TREATMENT: Volunteer does hereby release and forever discharge Eighth Day Farm 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 Eighth Day Farm.

3. ASSUMPTION OF RISK: The Volunteer understands that the Activities includes work that may be hazardous to the Volunteer, including, but not limited to, use of farming tools and equipment, various forms of lifting, repetitive motions, construction, loading and unloading, and transportation to and from the work sites. Volunteer hereby expressly and specifically assumes the risk of injury or harm in the Activities and releases Eighth Day Farm from all liability for injury, illness, death, or property damage resulting from the Activities.

4. INSURANCE: The Volunteer understands that, except as otherwise agreed to by Eighth Day Farm in writing, Eighth Day Farm does not carry or maintain health, medical, or disability insurance for any Volunteer. Each Volunteer is expected and encouraged to obtain his or her own medical or health insurance coverage.

5. PHOTOGRAPHIC RELEASE: Volunteer does hereby grant Eighth Day Farm permission to use Volunteer's likeness in photographs and/or video in any and all of its publications, including Web space, and in any and all other media,

whether now known or hereafter existing, controlled by Eighth Day Farm, in perpetuity, and for other use by Eighth Day Farm. Volunteer will make no monetary or other claim against Eighth Day Farm for the use of the photographs and/or video.

6. AGE RESTRICTIONS: Volunteers under the age of 14 need to be accompanied by adult supervisors. Volunteers ages 17 years old and younger agree not to use any power tools or equipment, including, but not limited to: rototillers, lawn mowers, tractors, or saws. Adult supervisors accompanying volunteers under the age of 14 years old assume responsibility of compliance.

7. SAFETY REMINDERS: Volunteer has read the Farm Safety Reminders given with this Waiver of Liability form prior to volunteering on the farm.

8. OTHER: Volunteer expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Michigan and that this Release shall be governed by and interpreted in accordance with the laws of the State of Michigan. 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.

IN WITNESS WHEREOF, Volunteer has executed this Release as of the day and year written above.

Volunteer Signature

Today's Date

Volunteer Name (printed please)

Street Address

Phone number

City, State, Zip

Email

Group/Organization (if applicable)

If the volunteer is under the age of 18 a parent or legal guardian must sign.

Parent Signature (if 18 or under)

In case of emergency, please contact:

Name

Relation

Address

Phone



Safety Reminders

Please keep the following in mind to ensure your time at Eighth Day Farm is a safe and positive experience.

I. Safety of people first

1. Help each other, be polite at all times
2. Drink water, stay hydrated. (Note: well water at Growth Center not for drinking)
3. Locate restrooms
4. Allergies? Injuries or medical history to be aware of? Know your limits. If you have a medical condition such as asthma or anaphylaxis, please bring your inhaler or epipen and tell your group leader of your condition before working in the field.
5. Always wear shoes (no sandals or bare feet allowed). Pants are highly recommended.
6. Wide brimmed hats or sunscreen are recommended.
7. No working in thunderstorms/lightning. However we do work in rain and cold, so bring appropriate attire.
8. Receive instructions for garden tools prior to using.
9. Try to keep an awareness of those nearby.
10. Wash hands prior to preparing produce for the market.
11. Please do not bring personal items with you to the farm. We do not have storage on site for personal items, and will not take responsibility for your belongings. If you bring personal belongings, such as phones, wallets, mp3 players, etc., you do so at your own risk. Plus, we want you to be able to unplug for awhile!

II. Safety of soil and plants

1. Watch your step! Please stay on aisles/paths at all times. Compaction of soil adversely affects plant health. This is extremely important!
2. Know what you are pulling, hoeing, picking, pinching-ask if you have questions.
3. Quality work. "Haste makes waste." Examples: weed a bed thoroughly and you will save time weeding in the future; or, pick the bean plant over thoroughly, indeed painstakingly, and it will be more productive. Not doing a job properly costs us much more than doing it slowly.

III. Respect for property, tools and equipment

1. Be sure to receive adequate instruction before use
2. Always put tools and equipment back in proper place
3. Clean up area after task is completed: wipe down tools, spray trays clean, sweep, etc

IV. Volunteer hours

Eighth Day Farm offers opportunities to get in touch with the land and learn about food. In return, volunteers help with many tasks making the farm more efficient and beautiful. We do not have set volunteer hours at this time. Instead, we welcome any individual, family or group that would like to volunteer to contact us at info@eighthdayfarm.org or call (616) 335-0797 to work out a best time for both parties.