



# VOLUNTEER WAIVER & RELEASE

Farm in the Dell of the Red River Valley

**Thank you for volunteering at Farm in the Dell – we’re so grateful to have you!** Please read and complete the entire form prior to volunteering at the farm. Completed forms may be emailed to cerbele@fidrrv.com – or returned to a Farm In the Dell supervisor. If volunteer is a minor, parent/guardian must submit form.

## I’M COMPLETING THIS WAIVER ON BEHALF OF:

Myself (ages 18+): \_\_\_\_ A minor (under 18): \_\_\_\_ A family (family members volunteering together): \_\_\_\_

## VOLUNTEER INFORMATION *If submitting on behalf of a family, list information for the primary contact.*

First & Last Name of Volunteer: \_\_\_\_\_

First & Last Name of Parent/Guardian (if under 18): \_\_\_\_\_

Address: \_\_\_\_\_ Apartment/Unit: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

*By providing your email address, you are agreeing to receive Farm in the Dell email newsletters.*

## IF VOLUNTEERING AS PART OF A FAMILY, PLEASE LIST NAMES OF EVERYONE VOLUNTEERING:

\_\_\_\_\_

**ARE YOU INTERESTED IN FUTURE VOLUNTEER OPPORTUNITIES?** Yes: \_\_\_\_ No: \_\_\_\_

## ARE YOU VOLUNTEERING AS PART OF A LARGER GROUP – LIKE WORK, SCHOOL, CHURCH, ETC?

Yes (please list): \_\_\_\_\_ No: \_\_\_\_\_

## EMERGENCY CONTACT

First and Last Name: \_\_\_\_\_

Phone: \_\_\_\_\_ Relationship to the Person: \_\_\_\_\_

## HOW DID YOU HEAR ABOUT FARM IN THE DELL? *Please check all that apply.*

Social media: \_\_\_\_ Website: \_\_\_\_ Friend/Family: \_\_\_\_ Community Presentation: \_\_\_\_ Other: \_\_\_\_

## **RELEASE AND WAIVER OF LIABILITY**

**This is a legal binding document.** Please read it in its entirety. This Release and Waiver of Liability (the “Release”) executed by the undersigned (the “Volunteer”) in favor of Farm in the Dell of the Red River Valley, Inc. (“Farm in the Dell”), a Minnesota non-profit corporation, and its directors, officers, employees, agents, and affiliates. The Volunteer desires to work as a volunteer for Farm in the Dell and engage in the activities related to being a volunteer at Farm in the Dell (“Activities”), which may include planting, weeding, harvesting, washing, and other farm-related tasks. The Volunteer hereby freely, voluntarily, and without duress executes this Release under the following terms:

### **RELEASE & WAIVER**

The Volunteer does hereby waive, release, and forever discharge and hold harmless Farm in the Dell and its successors and assigns from any and all liability, claims, and demands of whatever kind or nature, either in law or in equity, that the Volunteer (or the Volunteer’s heirs or assigns) may have against Farm in the Dell, which arise or may hereafter arise from Volunteer’s Activities with Farm in the Dell. Volunteer understands that this Release discharges Farm in the Dell from any liability or claim that the Volunteer may have against Farm in the Dell with respect to any bodily injury, personal injury, illness, death, or property damage that may result from the Volunteer’s Activities with Farm in the Dell, whether caused by the negligence of Farm in the Dell or its officers, directors, employees, or agents or otherwise. Volunteer also understands that the scope of the Volunteer’s relationship with Farm in the Dell is limited to a volunteer position and that no compensation is expected in return for services provided by the Volunteer; that Farm in the Dell will not provide any benefits traditionally associated with employment to the Volunteer; and that the Volunteer is responsible for obtaining his/her own insurance coverage and looking to it in the event of personal injury or illness as a result of the Volunteer’s services to Farm in the Dell.

### **INSURANCE**

The Volunteer understands that Farm in the Dell does not carry or maintain health, medical, or disability insurance for the benefit of Volunteer, and that Farm in the Dell 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 or medical expense reimbursement in the event of injury or illness, or damage to Volunteer’s property. Volunteer expressly waives any such claim for compensation or liability on the part of Farm in the Dell in the event of such injury or medical or property expenses incurred by Volunteer. In the event Volunteer uses his/her personal vehicle for Activities related to a volunteer project of Farm in the Dell, including the pick-up or delivery of produce, Volunteer is responsible for obtaining his/her own proper insurance for such vehicle. Volunteer understands that Farm in the Dell will not pay for damage to Volunteer’s personal vehicle or bear responsibility for any other property damage or bodily injuries that may result from the use of the vehicle for volunteer service for Farm in the Dell. Upon request, Volunteer hereby agrees to provide Farm in the Dell with verification of Volunteer’s valid driver’s license, vehicle registration and proof of insurance.

### **ASSUMPTION OF RISK**

Volunteer hereby expressly and specifically assumes the risk of injury or harm in the Activities and releases Farm in the Dell from all liability for injury, illness, death, or property damage resulting from the Activities.

## **MEDICAL TREATMENT**

Volunteer does hereby release and forever discharge Farm in the Dell from any claim whatsoever which arises or may hereafter arise on account of any first aid, treatment, or service rendered by Farm in the Dell or any other provider in connection with the Volunteer's Activities with Farm in the Dell.

## **RELIGIOUS ACTIVITIES**

Volunteer acknowledges that Farm in the Dell staff will conduct a Christian prayer at the beginning of each volunteer shift and that participation in such prayer is not a requirement of Volunteer's relationship with Farm in the Dell. Volunteer understands he/she is free not to attend such prayer and hereby releases Farm in the Dell from any claims to the contrary.

## **PHOTOGRAPHIC/VIDEO & TESTIMONIAL RELEASE**

Volunteer does hereby grant Farm in the Dell all rights and permissions to use Volunteer's testimonial, picture, video and audio recording for any public relations efforts in conjunction with the organization, without compensation. Volunteer understands and agrees these items and any royalties, proceeds, or other benefits derived therefrom will become the property of Farm in the Dell.

## **MINNESOTA LAW**

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

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**I am of legal age and am freely signing this agreement. I have carefully read this agreement and fully understand its contents. I am aware that by signing this release, I am forfeiting any legal rights and remedies. If signing on behalf of a family, I am assuming responsibility for all persons listed.**

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_\_

If under 18, a parent/guardian must sign.

Parent Signature: \_\_\_\_\_ Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_\_