

VOLUNTEER RELEASE and WAIVER OF LIABILITY

This Release and Waiver of Liability (the "Release") executed on this _____ day of _____, 20____, by _____, an adult individual (the "Volunteer"), or by _____, a minor child (the "Volunteer") and _____, the parent having legal custody and/or the legal guardian of the Volunteer (the "Guardian"), hereby releases The Lands at Hillside Farms ("Hillside") and together with all employees, agents, personnel, and any other person acting on behalf of Hillside, including other volunteers, jointly, severally, and individually.

The Volunteer and/or Guardian desires to provide volunteer services and engage in activities related to serving as a volunteer for Hillside. The Volunteer and/or Guardian understands that the activities of Hillside include farm-related activities which are inherently dangerous and ultra-hazardous.

The Volunteer and/or Guardian, in consideration of being permitted to volunteer to participate in any capacity in the farm-related activities of Hillside, does hereby freely, voluntarily, and without duress execute this Release and Waiver and hereby agrees as follows:

RELEASE AND WAIVER FROM LIABILITY

Volunteer and/or Guardian does hereby RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE Hillside, its employees, agents, personnel and affiliates, and any other person acting on behalf of Hillside, including other volunteers, for any and all damages, liability, demands and any claims of whatever kind, character or nature, in either law or in equity, including, but not limited to, any claim of personal injury, death, or injury to or loss of personal property, whether arising from any farm activities, providing or failing to provide ambulance service, medical care, nursing care, paramedic care, basic life support care, emergency trauma care, advanced life support care, first aid, emergency communication, emergency transportation, or design, maintenance, or repair of any facility or anything, or any other act caused by Hillside or otherwise while I am in or upon the premises of Hillside which arise or may hereafter arise from Volunteer's and/or Guardian's services. All personal property kept, placed, or left on or about the premises of Hillside shall be at my sole risk as to loss, theft, injury, or damage, and Hillside shall have no responsibility for such loss, theft, or damage to any such personal property.

HOLD HARMLESS, Release

I hereby agree to INDEMNIFY AND SAVE AND HOLD HARMLESS Hillside, and any employee thereof, agent, consultant, any person acting on behalf of Hillside, including other volunteers, the Board of Directors of Hillside and its officers, and any others acting on behalf of the aforementioned from any loss, liability, claims, rights for damages, costs, or other expenses for any accident or injuries which may occur to me, or any minor child of whom I have legal custody, and adult guests.

ASSUMPTION OF RISK

I hereby acknowledge and agree that all farm-related activities as defined herein involve risk of serious injury, including permanent disability, and/or death, and/or property damage, severe social and economic losses which might result from my own actions, inactions, or negligence of others, the condition of the premises, any equipment or farm items used, or the contact with farm animals. I further acknowledge and fully understand that farm-related activities are inherently dangerous and ultra-hazardous and that there may be risks not now known or not reasonably foreseeable at this time. I consciously and voluntarily assume all such risks, dangers, and hazards inherent in these activities and assume the same risks for any invitees, including minor children of whom I have legal custody, I bring to, on, and about The Lands at Hillside Farms in Shavertown, Luzerne County, Pennsylvania.

DAMAGE

I agree to be responsible for all damage caused by me, invited minor children, or anyone utilizing the premises, property, or grounds of Hillside with the consent of or at my request. I further agree that prior to participating in any farm-related activities, I will inspect the facilities, equipment, and any farm animal to be used, handled, touched, or operated and, if I believe that anything should appear unsafe, I will immediately advise an employee or any person acting on behalf of Hillside, and refuse to participate or perform such activity.

MEDICAL TREATMENT

Volunteer and/or Guardian hereby releases and forever discharges Hillside from any claim whatsoever which arises or may hereafter arise on account of any first aid, treatment or service rendered in connection with Volunteer's and/or Guardian's work for Hillside, or with the decision

by any representative or agent of Hillside to exercise the power to consent to medical or dental treatment as such power may be granted or authorized in a parental authorization or treatment of a minor child.

INSURANCE

Volunteer and/or Guardian understands that Hillside assumes no responsibility or obligation to provide Volunteer/Guardian with financial or other assistance, including, but not limited to, medical, health or disability benefits or insurance of any nature in the event of any injury, illness, death, or damage to Volunteer's and/or Guardian's person or property.

COSTS OF ENFORCEMENT

I agree to be liable for reasonable attorney's fees incurred by Hillside, and its consultants, any persons acting on behalf of Hillside, including other volunteers, employees, and agents, resulting from my breach of any provision of this Release and Waiver. I further expressly agree that the foregoing release, waiver, and indemnity provisions are intended to be as broad and inclusive as is permitted by law.

WARNING

CAUTION: FARM-RELATED ACTIVITIES CAN BE DANGEROUS. ALL FARM-RELATED ACTIVITIES ARE AT YOUR OWN RISK.

FARM ANIMALS CAN CARRY GERMS AND BACTERIA THAT MAKE PEOPLE SICK. ALL CONTACT WITH ANY FARM ANIMALS OR FARM ITEMS, SUCH AS FENCES, BUCKETS, OR OTHER EQUIPMENT ON THE FARM IS AT YOUR OWN RISK.

Having read the preceding, I acknowledge my understanding of those risks set forth herein and knowingly agree to accept full responsibility for my exposure to such risks. I acknowledge a full and complete understanding of the limitations of liabilities and waiver of certain rights that I may have and granting of releases contained herein and knowingly consent thereto. I further acknowledge having received a copy of the Hillside Healthy Habits Notice.

This General Release and Waiver will remain in full force and effect unless and until revoked in writing by Hillside or the Volunteer and/or their legal Guardian.

Signed this date the _____ day of _____, 20_____.

Volunteer: _____

Legal Guardian: _____

Legal Guardian: _____

Hillside: _____

MEDICAL DISCLOSURE FORM

Volunteer and/or Guardian hereby certifies that Volunteer and/or Guardian does not have any injuries, disabilities, medical conditions, or limitations of any kind that would impair Volunteer's and/or Guardian's abilities while performing any tasks or services at Hillside. Volunteer and/or Guardian acknowledges that he/she has listed below any preexisting injuries, disabilities, physical or other such limitations that would restrict Volunteer and/or Guardian from performing farm-related services and/or tasks. Volunteer and/or Guardian further acknowledges that he/she has notified and authorized agent, employee, or staff person of Hillside of any such injuries, disabilities, or limitations affecting Volunteer's and/or Guardian's services. Please list and explain:

Volunteer's Signature: _____

Parent/Guardian's Name (**PRINT**): _____

Parent/Guardian's Signature: _____

EMERGENCY CONTACT: _____

Phone: _____ **Relationship:** _____

The Lands at Hillside Farms