

**LAWRENCE FRUIT TREE PROJECT: WAIVER OF LIABILITY AND EXPRESS ASSUMPTION OF RISK**

I, \_\_\_\_\_, HEREBY CERTIFY THAT I AM AWARE FO THE INHERENT HAZARDS INVLOVED IN \_\_\_\_\_ (such as grafting, picking fruit, etc.)

I agree as follows: (1) I am volunteering my services for an activity organized by Lawrence Fruit Tree Project and/or freely participating in a workshop sponsored by Lawrence Fruit Tree Project on a voluntary basis without anticipation of payment of any kind; (2) I will perform assigned tasks that are within my physical capability to the best of my ability, and I will not undertake tasks that are beyond my ability; (3) I am familiar with the safe operation and use of equipment and tools that I may use in connection with this volunteer/voluntary activity, and I will not undertake to use any equipment or tools with which I am unfamiliar or do not know how to operate safely; (4) I acknowledge that I have received and read appropriate instruction regarding this activity, including appropriate safety and emergency procedures, and I fully understand those instructions and that I agree after proper inspection, to use only the supplies, tools and equipment provided by the activity organizers, or approved for use by the activity organizers; (5) I will perform only those tasks assigned, observe all safety rules, and use care in the performance of my assignment; (6) I specifically acknowledge that I am engaging in this activity as a volunteer, at my own request and risk, and further acknowledge that I am not entitled to any compensation, benefit or insurance coverage from the Lawrence Fruit Tree Project or any activity promoter or sponsor, nor will I make any such claim.

I understand and agree that neither the Lawrence Fruit Tree Project, nor any other organizers or promoters or sponsors or property owners involved in this activity, nor any of their respective employees, officers, agents or assigns, (the "Released Parties"), may be held liable or responsible in any way for any injury, death or other damages to me or my family, heirs, or assigns that may occur as the result of my participation in this activity, or as a result of product liability or negligence or any party, including Released Parties, whether passive or active.

I understand that the above named activity involves certain inherent risks, including but not limited to, the risks of possible injury, infection or loss of life as a result of human-made or natural elements in the environment, or from overexertion or environmental conditions. Despite these risks, I will choose to proceed in this activity. I know of no physical limitations which should keep me from undertaking the activities associated with the current activity.

In consideration for being allowed to participate in this activity, I hereby personally assume all risks in connection with the activity for any harm, injury or damage that may befall me as a participant, including all risks connected therewith, whether foreseen or unforeseen. I further save and hold harmless said activity and released parties from any claim or lawsuit for personal injury, property damage, or wrongful death, by me, my family, estate, heirs, or assigns, arising out of participation in this activity, including both claims arising during the activity and after I complete the activity.

I further declare that I am eighteen or older and legally competent to sign this liability release, or that I have acquired the written consent of my parent or guardian. I understand that the terms herein are contractual and not a mere recital, that this instrument is legally binding, and that I have signed this document of my own free will.

BY THIS INSTRUMENT I DO HEREBY EXEMPT AND RELEASE ALL "RELEASED PARTIES", AS DEFINED ABOVE, FROM ALL LIABILITY OR RESPONSIBILITY WHATSOEVER FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH, HOWEVER CAUSED, INCLUDING NEGLIGENCE OF THE RELEASED PARTIES, WHETHER PASSIVE OR ACTIVE RESULTING FROM MY VOLUNTARY PARTICIPATION IN THE ABOVE NAMED ACTIVITY. I HAVE FULLY INFORMED MYSELF OF THE CONTENST OF THIS LIABILITY RELEASE AND ASSUMPTION OF RISK BY READING IT BEFORE I SIGNED IT ON BEHALF OF MYSELF AND MY HEIRS.

\_\_\_\_\_  
(Signature) (Printed Name, address, phone number)

IF PARTICIPANT IS UNDER THE AGE OF EIGHTEEN, THE PARENT(S) OR GUARDIAN(S) MUST SIGN.

The above participant, \_\_\_\_\_, has my permission to participate in the Lawrence Fruit Tree Project activity. I have read and agree to the provisions stated above. I know of no health, physical, psychological or emotional limitations which may restrict my child's participation in this activity.

\_\_\_\_\_  
(Signature of parent/guardian) (Printed Name, address, phone number)

\_\_\_\_\_  
(Signature of parent/guardian) (Printed Name, address, phone number)