

Important: Each volunteer must sign the “Release and Waiver Liability” before working with Roots to Sky Sanctuary. Please read this waiver carefully before you sign.

RELEASE AND WAIVER OF LIABILITY

This Release and Waiver of Liability (the “Release”) executed on this ____ day of _____, 20____, by _____ in favor of Roots to Sky Sanctuary, a registered Limited Liability Company, organized and existing under the laws of the State of Maryland and headquartered at a farm located at 2664 Kempton Rd, Oakland, MD 21550-6047 USA, (the “Farm”) its directors, officers, employees, agents, successors, assigns and Farm ownership (“Roots to Sky Sanctuary” herein).

The individual desires to volunteer for Roots to Sky Sanctuary and engage in the activities related to being a volunteer (the “Activities”). I, the volunteer hereby freely and voluntarily, without duress, execute this Release under the following terms:

1. **Waiver and Release.** I, the volunteer release, forever discharge, indemnify and hold harmless Roots to Sky Sanctuary 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 the Activities at Roots to Sky Sanctuary. I, the volunteer, understand and acknowledge that this Release discharges Roots to Sky Sanctuary from any liability or claim that I, or my guardians or successors may have against Roots to Sky Sanctuary with respect to bodily injury, personal injury, illness, death, and/or property damage that may result from my Activities with Roots to Sky Sanctuary, whether caused by the negligence of Roots to Sky Sanctuary or otherwise. It is also understood that Roots to Sky Sanctuary 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, illness, death, or property damage.

2. **Insurance.** I, the volunteer understand that Roots to Sky Sanctuary does not carry or maintain health, medical, or disability insurance coverage for any volunteer. I expressly waive any such claim for compensation or liability on the part of Roots to Sky Sanctuary in the event of such injury or medical expense.

3. **Medical Treatment.** I, the volunteer, hereby release and forever discharge Roots to Sky Sanctuary 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 my Activities with Roots to Sky Sanctuary.

4. **Assumption of Risk.** I, the volunteer, understand that the time with Roots to Sky Sanctuary may include activities which may be hazardous to me including, but not limited to, construction activities, use of power tools, use of cutting tools, loading and unloading of heavy equipment and materials, climbing ladders and transportation to and from work sites. Also, I, the volunteer, recognize and understand that the time with Roots to Sky Sanctuary may, in some situations, involve inherently dangerous activities. These potential dangers are part of and inherent to the activity I am going to engage in and in some instances the activities cannot be made safer. As the volunteer, I hereby expressly assume the risk of injury or harm in these activities and release Roots to Sky Sanctuary from all liability for injury, illness, death, or property damage resulting from these activities. I further assert and agree that I will adhere to all instructions given to me by Roots to Sky Sanctuary.

5. **Photographic and Statement Release.** As the volunteer, I grant and convey unto Roots to Sky Sanctuary all right, title, and interest in any and all photographic images, video or audio recordings, and statements or writing made by or to Roots to Sky Sanctuary during my Activities with Roots to Sky Sanctuary (the “Materials”), including, but not limited to, any royalties, proceeds, or other benefits derived from such materials. I grant Roots to Sky Sanctuary the unrestricted right and permission to use the Materials for any lawful purpose whatsoever. I waive any right of publicity or privacy I might have with respect to such Materials.

6. **Other.** As the volunteer I expressly agree that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Maryland in the USA, and that this Release shall be governed by and interpreted in accordance with the laws of the State of Maryland. I agree 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.

This waiver shall continue for every visit by me to Roots to Sky Sanctuary.

To express my understanding of this Release, I sign here.

Name of Volunteer: _____ **Date:** _____

Signature of Volunteer: _____

Signature Leader/Chaperone: _____

School/Church/ Organization: _____

If volunteer under 18 years of age (minor), this Release and Waiver of Liability must also be signed by a parent or guardian.

Name of Parent/Guardian: _____ **Date:** _____

Signature of Parent/Guardian: _____