

Gleaning - Family Form

**VOLUNTEER ASSUMPTION OF RISK,
RELEASE OF LIABILITY, AND INDEMNITY AGREEMENT FOR
SECOND HARVEST FOOD BANK
Orange County Harvest
Direct/Office (949) 653-2900 Fax (949) 653-0700**

Adult Gleaner(s) _____
Address _____
City _____ Zip _____
Telephone _____
Date of Gleaning 02/09/2008

Group Name Boy Scout Troop 615
First-time gleaner? Yes ___ No ___
Where did you hear about O.C. Harvest?
Friend ___ Newspaper ___ School ___ Church ___
TV/Radio ___ Other _____

I, the undersigned, an adult 18 years or over, and any minor(s) listed below, hereby request to participate in the Gleaning/Harvesting Project (GHP). I am aware that participation in the GHP involves farm work, which includes, among other things, exposure to the elements, farm tools, and agricultural chemicals. I understand that such participation presents a risk of injury, and I agree to assume any and all risk for injuries arising out of, or related to, participation in the GHP and understand that the Released Parties (as such term is defined below) shall **NOT** be responsible or liable for any injury, damage, loss or expense to me and/or my property incurred as a result of my participation in the GHP.

As a condition of participation in the GHP, on behalf of myself, and my successors and assigns, I hereby agree to forever release, discharge, acquit, hold harmless and indemnify, the Council of Orange County, Society of St. Vincent de Paul, Second Harvest Food Bank, Orange County Harvest, their affiliates and their respective members, partners, principals, shareholders, directors, officers, agents, employees, volunteers, and representatives (including, without limitation, any farmer or other landowner, landlord, land manager or tenant who grants access to farmer's property for purposes related to the GHP) and their respective successors and assigns ("Released Parties"), from any and all charges, complaints, claims, demands, obligations, damages, actions, causes of action, suits, rights, costs, losses, debts expenses (including attorney's fees and costs) liabilities, and indebtedness, of every type, kind, nature, description or character, whether known or unknown, suspected or unsuspected, liquidated or unliquidated arising from, under, or related to, any act or omission of any of the Released Parties, or otherwise in any way related to, or arising from, participation in the GHP ("Released Matters"). I acknowledge and agree that the releases made herein constitute final and complete releases of the Released Parties with respect to all Released Matters, and that by signing this Agreement, I am forever giving up the right to sue or attempt to recover money, damages or any other relief from the Released Parties for all claims I may have with respect to the Released Matters (even if any such claim is unforeseen as of the date hereof). I understand California Civil Code Section 1542, which provides as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

I, being aware of Section 1542, hereby expressly waive any and all rights I may have thereunder and do so understanding and acknowledging the significance and consequence of such specific waiver.

Please print minors names below: (or n/a)

Adult/Parent Signature Date

Adult/Parent Signature Date

Gleaning - Minor Form

**VOLUNTEER ASSUMPTION OF RISK,
RELEASE OF LIABILITY AND INDEMNITY AGREEMENT FOR
Orange County Harvest
Direct/Office (949) 653-2900 Fax (949) 653-0700**

Minor Gleaner _____ Group Name **Boy Scout Troop 615** _____
Address _____ Where did you hear about O.C. Harvest?
City _____ Zip _____ Friend Newspaper TV/Radio School
Telephone (____) _____ Church Other _____
Date of Gleaning **02/09/2008** First-time gleaner? Yes No

I, the undersigned, the parent of the above named minor, ("Minor") hereby request that Minor be permitted to participate in the Gleaning/Harvesting Project (GHP). I am aware that Minor's participation in the GHP involves farm work, which includes, among other things, exposure to the elements, farm tools, and agricultural chemicals. I understand that such participation presents a risk of injury to Minor, and I agree to assume any and all risk for injuries to Minor arising out of, or related to, Minor's participation in the GHP and understand that the Released Parties (as such term is defined below) shall **NOT** be responsible or liable for any injury, damage, loss or expense to me or my child, and/or my property incurred as a result of Minor's participation in the GHP.

As a condition of Minor's participation in the GHP, on behalf of myself, Minor, and our successors and assigns, I hereby agree to forever release, discharge, acquit, hold harmless and indemnify, the Council of Orange County, Society of St. Vincent de Paul, Second Harvest Food Bank, Orange County Harvest, their affiliates and their respective members, partners, principals, shareholders, directors, officers, agents, employees, volunteers, and representatives (including, without limitation, any farmer or other landowner, landlord, land manager or tenant who grants access to farmer's property for purposes related to the GHP) and their respective successors and assigns ("Released Parties"), from any and all charges, complaints, claims, demands, obligations, damages, actions, causes of action, suits, rights, costs, losses, debts expenses (including attorney's fees and costs) liabilities, and indebtedness of every type, kind, nature, description or character, whether known or unknown, suspected or unsuspected, liquidated or unliquidated arising from, under, or related to, any act or omission of any of the Released Parties or Minor, or otherwise in any way related to, or arising from, Minor's participation in the GHP ("Released Matters"). I acknowledge and agree that the releases made herein constitute final and complete releases of the Released Parties with respect to all Released Matters, and that by signing this Agreement, I am forever giving up the right to sue or attempt to recover money, damages or any other relief from the Released Parties for all claims I may have with respect to the Released Matters (even if any such claim is unforeseen as of the date hereof). I understand California Civil Code Section 1542, which provides as follows:

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*** Permission is also given to authorize emergency medical treatment if necessary.**

Parent Signature

Date

Parent Signature

Date