# Pathway Forward, Inc. Pathway Forward Garden

#### Volunteer Release and Waiver of Liability Form

Thank you for volunteering with the Pathway Forward Garden! Before you begin, you must understand that your participation can expose you to personal injury and your property to damage. This waiver outlines your respective rights and responsibilities relating to these risks. Please share your questions and concerns by calling 443-738-5154 or sending an email to <a href="PathwayForward2021@gmail.com">PathwayForward2021@gmail.com</a>.

Please read this release and waiver carefully. This is a legal document that affects your legal rights.

#### 1. Volunteer Status.

I voluntarily choose to participate in activities at Pathway Forward Garden (the "Garden"). I understand as a volunteer that I will not be paid for my efforts at the Garden.

### 2. Risks of Participation.

I understand that there are inherent risks associated with participating in the activities of the Garden. The risks may be both foreseen and unforeseen and include serious personal injury, death, or damage to my property. I understand that I may be exposed to harmful chemicals, environmental toxins (e.g., poison ivy and insects), inclement weather, extreme temperatures, tools and equipment, other people present at the Garden, and dangerous conditions on the land such as holes in the ground.

I understand that the exposures listed above are not all-inclusive and there may be additional risks, all of which may involve serious personal injury, death, or damage to my property. I hereby agree to assume all risks associated with my participation in the Garden activities.

#### 3. Release of Claims and Assumption of Risk.

In exchange for the opportunity to participate in activities in the Garden, I (and my family, heirs, and personal representatives) willingly and knowingly release the Garden, Pathway Forward, Inc., and its officers and agents from any and all liability for any personal injury or damage relating to my participation, including any such claims or causes of action caused in whole or in part by the negligence of the Garden. I (and my family, heirs. and personal representatives) agree to assume all of the risks and responsibilities of my participation. I understand that I am solely responsible for any hospital or other costs arising out of any personal injury or property damage relating to my participation in activities at the Garden and therefore indemnify the Garden and its officers and agents from those costs.

## 4. Fitness and Medical Emergencies.

I am mentally and physically fit to participate in activities at the Garden. I understand that there are no medical services available on site. In the event of a medical emergency, I give permission to the Garden to seek medical services for me if I am unable to seek such

services myself. I release the Garden, Pathway Forward, Inc., and its officers and agents from liability for any injury or damage that might extend from my participation at the Garden. If any medical treatment is needed from a healthcare provider, all costs shall be my responsibility. I understand that, should there be any material change to my ability to participate in garden activities, I will notify the Garden before continuing to volunteer.

#### 5. Photographic Release.

I hereby consent to and authorize any and all use and reproduction by Pathway Forward, Inc., or anyone authorized by Pathway Forward, Inc., of any and all photographs, video recordings, audio recordings, audio/visual recordings, drawings, renderings, and/or other depictions of my voice, likeness and/or image (the "Depictions") that Pathway Forward, Inc. or its agents have taken or recorded of me or my property or may take or record of me or my property in the future.

I agree to grant Pathway Forward, Inc. all right, title, and interest in any and all the depictions made by the Garden during my activities with the Garden, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings. I understand that I may withdraw my photographic consent and authorization by providing a written statement of such withdrawal to Pathways Forward, Inc.

I have read and understand this agreement, and I am aware that by signing It, I may be waiving certain legal rights, including the right to sue. This agreement shall be binding upon me and my heirs, legal representatives, and assigns. I warrant that I am signing this agreement freely and voluntarily without any inducements. I further agree that this waiver should be interpreted as broadly and inclusively as state law permits.

Printed Name of Participant	
Signature of Participant	<b>Date Signed</b>
Printed Name of Parent/ Guardian if participant under age 18	
Signature of Parent/ Guardian if participant under age 18	Date Signed
Date Received by Pathways Forward, Inc.:	