

**Release and Waiver of Liability in Favor of
Peacehaven Community Farm**

Peacehaven Community Farm



This Release and Waiver of Liability (“Release”) in favor of Peacehaven Community Farm, Inc., a non-profit corporation, located at 1458 Hwy 61, Whitsett, NC 27377, and their directors, officers, employees, and agents (hereinafter “Peacehaven”). The Release and Waiver must be completed yearly by all volunteers 18 years and older before their first volunteer activities at the farm that calendar year. Volunteers who are under 18 years old must have a release and waiver completed by their parent/guardian/responsible party.

The Volunteer who has signed this Release below (“Volunteer”) desires to work as a volunteer for Peacehaven and engage in activities related to or for the benefit of Peacehaven (the “Activities”). Volunteer understands that the Activities may include farming and gardening work, construction and rehabilitation of farm structures and working in the office for Peacehaven. Volunteer hereby freely, voluntarily, and without duress has signed this Release and specifically agrees to the following terms:

Release and Waiver. Volunteer does hereby release, forever discharge and hold harmless Peacehaven, and its heirs, successors and assigns of and from any and all liability, claims, and demands of whatever kind or nature, either in law or in equity, whether caused by the negligence of Peacehaven or some other person or entity, including with respect to any bodily injury, personal injury, illness, death, or property damage that Volunteer has suffered or may hereafter suffer as a result of Volunteer’s Activities.

Medical Treatment. Volunteer understands that Peacehaven has not and will not assume any responsibility for or obligation to provide financial or other assistance, including medical, health, life, disability, or other insurance in the event of Volunteer’s bodily injury, personal, illness, death, or property damage.

Assumption of the Risk. The Volunteer understands that the Activities includes work that may be hazardous to the Volunteer, including, but not limited to, gardening and farming activities, construction, loading and unloading, and transportation within the farm. Volunteer hereby expressly and specifically assumes the risk of injury or harm in the Activities.

Insurance. The Volunteer understands that Peacehaven does not carry or maintain health, medical, or disability insurance for any Volunteer. In that regard, **Volunteer is expected and encourage and has been advised to obtain his or her own insurance coverage.**

Photographic Release. Volunteer does hereby grant and convey unto Peacehaven all rights, title, and interest in all photographic images and video, or audio recordings made by Peacehaven during the Volunteer’s Activities with Peacehaven including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.

Dress Code. Volunteer agrees to follow Peacehaven's dress code on the farm. This includes always wearing shirt and closed-toed shoes.

Animals. Sometimes volunteers will be working near or within sight of farm animals (chickens, cows, service dogs). Service dogs are welcome, but all other pets and animals should be left at home.

Tobacco. Peacehaven is a tobacco-free campus.

Other. Volunteer expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the State of North Carolina and that this Release shall be governed by and interpreted in accordance with the laws of the State of North Carolina. Volunteer agrees that if 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.

COVID Addendum

I, acknowledge and understand the contagious nature of Coronavirus/COVID-19 and that the CDC and many other public health authorities still recommend practicing social distancing.

I further acknowledge that Peacehaven Farm, Inc. (PCF) has taken reasonable steps to put into place preventative measures to try to reduce the spread of the Coronavirus/COVID-19 virus.

However, I recognize and agree that PCF cannot guarantee that I will not become infected with the Coronavirus/COVID-19 virus. I understand the risk of becoming exposed to and/or infected by Coronavirus/COVID-19 may result from the actions, inactions, omissions, or negligence of myself and others (and to some extent the nature of the Coronavirus/COVID-19 virus, itself), including, but not limited to, staff, volunteers, and other participants.

Despite the clear risks associated with the Coronavirus/COVID-19 virus, it is important to me to volunteer for and with PCF based on the great work it does. Therefore, I am voluntarily participating in the activities run by PCF and acknowledge that I am thereby increasing my risk of exposure to the Coronavirus/COVID-19 virus. I agree that I shall and am required to comply with PCF's preventative measures aimed at reducing the spread of the virus.

I agree and represent as follows:

- Neither I nor those with me are experiencing any symptoms of illness such as cough, shortness of breath or difficulty breathing, fever, chills, repeated shaking with chills, muscle pain, headache, sore throat, or new loss of taste/smell.
- Neither I nor those with me have traveled internationally within the last 14-days.
- Neither I nor those with me have been exposed to someone with a suspected and/or confirmed case of the Coronavirus/COVID-19 virus within the last 30 days.
- Neither I nor those with me have been diagnosed with Coronavirus/COVID-19 in the last 14-days.

- I (and those with me) take all reasonable efforts to follow all CDC-recommended guidelines as much as possible and limit our exposure to the Coronavirus/COVID-19 virus.

I, on behalf of myself, my heirs, successors, and assigns, hereby release PCF and its officers, directors, shareholders, employees, staff, volunteers, agents and representative (the “Released Parties”) of and from any and all causes of action, claims, demands, damages, costs, expenses, and compensation for any damage or loss related in any way or arising from my or our participation and/or volunteering with PCF or that may otherwise arise in any way in connection with any services received from PCF. Further, on behalf of myself, my heirs, successors, and assigns, we agree to indemnify and hold PCF harmless because of any such causes of action, claims, demands, damages, costs, expenses, and compensation. I understand that this release includes and is not limited to releasing PCF from any liability or claim relating to any bodily injury, illness, death, medical treatment, or property damage that may arise from, or in connection to, any activities provided by PCF.

Volunteer:

Print Name

Signature/Date

***NOTE:** If volunteer is under the age of 18, please list each volunteer’s name. By your signature below you represent that you are the responsible party:

In case of emergency, please contact:

Name: _____

Address: _____

Relationship: _____

Phone: _____

Thank you for taking the time to fill out this important form. We are grateful for your volunteer service and that you are part of the Peacehaven community.