



RELEASE AND WAIVER OF LIABILITY AND INDEMNIFICATION AGREEMENT

READ THIS AGREEMENT CAREFULLY BEFORE SIGNING BELOW. SIGNING BELOW INDICATES YOU HAVE READ, UNDERSTAND, AND AGREE TO THE TERMS OF THIS AGREEMENT. BY SIGNING, YOU ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES IN CASE OF INJURY, DEATH, OR PROPERTY DAMAGE.

In consideration of being given the opportunity to participate voluntarily in harvest events organized by Salem Harvest, an Oregon nonprofit corporation ('Salem Harvest'), I hereby agree to the following:

1. **HARVEST ACTIVITY.** I understand that the harvest events in which I voluntarily choose to participate will involve entering onto privately owned or publicly owned real property (the 'Premises') to harvest fruit and/or vegetables (the 'Activity'). The Activity may involve risks, further described below. I agree that this Release and Waiver of Liability and Indemnification Agreement (the 'Agreement') will remain in effect for all Salem Harvest activities in which I participate.

2. **RELEASE AND WAIVER OF LIABILITY.** I release, discharge, and covenant not to sue (A) Salem Harvest or any of its employees, volunteers, harvest leaders, independent contractors, agents, owners, officers, directors, shareholders, and subsidiaries; and (B) the owner of the Premises or any of its employees, independent contractors, agents, owners, officers, directors, shareholders, members, and subsidiaries (hereinafter the 'Released Parties') for any losses, liabilities, damages, claims, demands, expenses, or costs that I may incur and which arise out of or are related to my participation in the Activity, the condition of the Premises, or any act, omission, or negligence of the Released Parties. This release shall apply to any claim, even if caused by ordinary negligence, to the extent permitted by law.

3. **RISKS.** I acknowledge that there are risks and dangers associated with entering onto the Premises and participating in the Activity. These risks and dangers include, but are not limited to, the following: food-borne illnesses, serious physical injury, death, and damage to my property which may arise from falling branches or fruit; insect bites or stings; dog bites; conditions on the Premises including uneven ground, ditches, and chemicals; carrying heavy objects like tools or produce; the presence, use, and condition of equipment, trucks, power equipment, ladders, and all-terrain vehicles (ATVs); my own actions or inactions; the actions or inactions of other participants; and the negligence of the Released Parties (the 'Risks'). I voluntarily assume and accept the Risks and all responsibility for any losses, liability, damages, claims, demands, or costs that I may incur as a result of or related to my participation in the Activity.

4. **PARTICIPANT REPRESENTATIONS.** I hereby acknowledge and represent that I have full knowledge of the risks involved in the Activity. I am sufficiently fit to participate in the Activity. I agree to abide by the rules and regulations as may be provided from time to time by the Released Parties with respect to acceptable conduct on the Premises. I authorize necessary emergency treatment, if required, in the sole and absolute discretion of the Released Parties or their agents or employees.

5. **INDEMNIFICATION.** I further agree that if, despite this Agreement, I or anyone on my behalf, makes a claim against any of the Released Parties, I will indemnify, save, and hold harmless each of the Released Parties from losses, liability, damages, claims, demands, expenses, or costs that any of the Released Parties may incur as a result of any such claim. I agree to indemnify, save, and hold harmless each of the Released Parties from losses, liability, damages, claims, demands, expenses, or costs that any of the Released Parties may incur as a result of my participation in the Activity.

6. RULES AND INSTRUCTIONS. I agree to follow all policies, rules, regulations, and instructions of Salem Harvest's volunteers and agents with respect to my participation in the Activity. I further agree that while participating in the Activity I will refrain from conducting the Activity in an unlawful or reckless manner. I recognize that violations may result in my immediate expulsion from the Premises and revocation of the privileges given to me by Salem Harvest to participate in the Activity.

7. REVOCATION OF RIGHT TO PARTICIPATE. Salem Harvest may, at any time, with or without cause, revoke my right to volunteer for or participate in Salem Harvest events and activities.

8. RELEASE FOR PUBLICATIONS. I consent to Salem Harvest taking my picture and using my picture, image, likeness, voice, or name. Salem Harvest may use my voice, picture, image, likeness, and name in any manner or form, for any lawful purpose, at any time. I waive any right that I may have to inspect or approve the finished product or any rights I may have with regard to my image, likeness, voice, or name.

9. BINDING EFFECT. This Agreement is binding on and inures to the benefit of the parties and their respective heirs, next of kin, spouse, agents, personal representatives, successors, and assigns.

10. ELECTRONIC SIGNATURES. Electronic transmission or signatures of any document, and retransmission of any electronically signed transmission, will be the same as delivery of an original. At the request of Salem Harvest, I agree to confirm electronically transmitted signatures by signing an original document.

11. ATTORNEY FEES. If any arbitration, suit, or action is instituted to interpret or enforce the provisions of this Agreement, to rescind this Agreement, or otherwise with respect to the subject matter of this Agreement, the party prevailing on an issue will be entitled to recover with respect to such issue, in addition to costs, reasonable attorney fees incurred in the preparation, prosecution, or defense of such arbitration, suit, or action as determined by the arbitrator or trial court, and, if any appeal is taken from such decision, reasonable attorney fees as determined on appeal.

I HAVE READ THIS AGREEMENT. I CERTIFY THAT I AM OF LEGAL AGE AND CAPACITY TO ENTER INTO THIS AGREEMENT (OR THAT MY PARENT/GUARDIAN HAS CONSENTED AND AGREED TO THE TERMS OF THIS AGREEMENT BELOW). I FULLY UNDERSTAND THE TERMS OF THIS AGREEMENT. I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY ENTERING INTO THIS AGREEMENT BY SIGNING BELOW. I AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE, AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE AND WAIVER OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

PARENT/GUARDIAN WAIVER FOR MINORS. I understand that a parent or guardian MUST sign this release on behalf of each participating minor (under the age of 18 years of age).

I VERIFY THAT I AM THE PARENT/GUARDIAN AND/OR HAVE THE AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF THE MINOR(S). I AGREE TO BE BOUND BY ITS TERMS. I ACCEPT FULL RESPONSIBILITY FOR ALL MEDICAL EXPENSES INCURRED AS A RESULT OF THE MINOR(S)' PARTICIPATION IN THE ACTIVITY OR ENTRY ON THE PREMISES, AND I AGREE TO INDEMNIFY AND HOLD HARMLESS THE RELEASED PARTIES FROM ANY CLAIM BROUGHT BY, OR ON BEHALF OF THE MINOR(S). I AGREE TO SAVE AND HOLD HARMLESS AND INDEMNIFY RELEASED PARTIES FROM ALL LIABILITY, LOSS, CLAIM, DAMAGE, OR COSTS WHATSOEVER WHICH MAY ARISE BECAUSE OF ANY LACK OF AUTHORITY OR CAPACITY FOR ME TO ACT OR BIND THE MINOR(S) TO THIS AGREEMENT OR OTHERWISE RELEASE THE RELEASED PARTIES ON BEHALF OF THE MINOR(S) AND THE PARENT OR LEGAL GUARDIAN. RELEASE AND WAIVER OF LIABILITY AND INDEMNIFICATION AGREEMENT READ THIS AGREEMENT CAREFULLY BEFORE SIGNING BELOW. SIGNING BELOW INDICATES YOU HAVE READ, UNDERSTAND, AND AGREE TO THE TERMS OF THIS AGREEMENT. BY SIGNING BELOW, YOU ARE GIVING UP

