Food Harvesting Participation Waiver

I, the Volunteer, desire to work as a volunteer for Food Harvesting and engage in the activities related to being a volunteer for them. I hereby freely and voluntarily, without duress, execute this Waiver under the following terms:

1. Waiver and Release.

I, the Volunteer, release and forever discharge and hold harmless Food Harvesting (FH) and its successors and assigns from any and all liability, claims, and demands of whatever kind or nature, either in law or in equity, which arise or may here after arise from my volunteer work with FH.

I understand and acknowledge that this Waiver discharges FH from any liability or claim that I, the Volunteer, may have against FH with respect to bodily injury, personal injury, illness, death, or property damage that may result from my participation on a FH project.

In consideration for participating on a FH project, I assume responsibility for all my actions while at a project site, traveling to and/or from any such site, or engaged in an activity under the supervision of the team leader, and/or FH staff and volunteers.

Furthermore, I release FH, the State of California, the Board of Directors, and their officers, employees and agents and volunteers for any loss, personal injury, accident, misfortune or damage to myself or my property, with the understanding that reasonable precautions shall be taken to ensure the health and safety of myself and my property.

2. Insurance.

I, the Volunteer, understand that I expressly waive any such claim for compensation or liability on the part of FH in the event of such injury or medical expense.

3. Medical Treatment.

I, the Volunteer, hereby release and forever discharge FH 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 an emergency during my time with FH.

4. Assumption of the Risk.

I, the Volunteer, understand that my time with FH will involve activities that involve physical labor. I hereby expressly and specifically assume the risk of injury or harm in

these activities and release FH from all liability for injury, illness, death, or property damage resulting from the activities of my time with FH.

5. Photographic Release.

I grant and convey unto FH all right, title, and interest in any and all photographic images and video or audio recordings made by FH during my work for FH, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.

6. Other.

I expressly agree that this Waiver is intended to be as broad and inclusive as permitted by the laws of the State of California in the United States of America, and that this Waiver shall be governed by and interpreted in accordance with the laws of the State of California. I agree that in the event that any clause or provision of this Waiver 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.

Volunteer Agreement

The goal of Food Harvesting is to help the under privileged gain access to food that would otherwise be wasted. We can only do this through hard work of lots of volunteers. In order to develop a cohesive environment, all volunteers agree to:

- 1. Display a positive attitude while participating in FH projects.
- 2. Cooperate with leaders, partner organizations and other volunteers
- 3. Be mindful of the health and safety of other participants.
- 4. Ensure that 100% of the crop goes to our partner organizations.

| SIGNATURE OF PARTICIPANT | Printed Name | Date |
|--------------------------|--------------|------|