



VOLUNTEER WAIVER AND ASSUMPTION OF RISK

I wish to volunteer (or am consenting for my child to volunteer) for Shadetree Partnership, Inc. (“**Shadetree**”) at its nursery located near 626 California Avenue, Irvine (behind UCI’s soccer field).

Risk of Injury. I am aware that the work I have volunteered for presents a risk of injury and by this agreement I will assume all risks for injuries arising out of my participation as a volunteer. I understand that Shadetree and all its directors, officers, employees, agents, and representatives (“**Shadetree Parties**”) will NOT be responsible or liable for any injury, damage, loss, or expense, to my person and/or my property incurred while or as a result of volunteering at the nursery, and I covenant not to sue Shadetree.

COVID-19. State and local authorities have imposed certain restrictions and made certain recommendations regarding personal protective measures (including avoiding non-essential activities, engaging in social distancing, and wearing masks) to mitigate the spread of and minimize the likelihood of contracting the coronavirus, also known as COVID-19. I understand that volunteering at the nursery may subject me to risks related to COVID-19, including, but not limited to, coming in contact with persons who may have COVID-19 and/or contracting COVID-19.

Assumption of Risk; Waiver of Claims. Volunteering at the nursery generally, and during the COVID-19 restrictions, may pose known and unknown health risks including the risk of contracting COVID-19. I agree to assume these risks, including the risks arising out of or related to COVID-19. I hereby waive any claims I may have now or in the future against Shadetree arising out of my volunteer work at the nursery.

Rules & Instructions; Indemnity. I agree to abide by all rules and instructions given to me by Shadetree (including instructions related to COVID-19), and will defend and indemnify the Shadetree Parties against any and all claims, suits, causes of action, debts, demands, injuries, damages, liabilities and manners of action or expenses of every kind and nature incurred or arising by reason of any actual or claimed negligent or wrongful act or omission of mine while volunteering at the Shadetree nursery.

X _____
(Signature) (Date)

Volunteer Name: _____ (Please print)

Parent/Guardian Name: _____ (If volunteer is under 18)

Address: _____

Phone: _____ Email: _____