



VOLUNTEER LIABILITY WAIVER AND ASSUMPTION OF RISK

I wish to volunteer (or am consenting for my child to volunteer) for Shadetree Partnership, Inc. (“**Shadetree**”) and its nursery located near 680 California Avenue, Irvine (behind UCI’s soccer field). In consideration for being allowed to volunteer, I agree to the following:

Assumption of Risk of Injury. I am aware that the work I have volunteered for presents a risk of injury to my person and property. By this agreement I acknowledge the risk and agree to assume all risks for injuries arising out of my participation as a volunteer.

Possible COVID-19 and Other Health Risk. 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 for Shadetree 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.

Volunteering for Shadetree and working at its nursery generally, and during the COVID-19 restrictions, may pose known and unknown health risks including the risk of contracting COVID-19. I acknowledge the risk and agree to assume these risks, including the risks arising out of or related to COVID-19.

Waiver of Claims. I hereby waive any claims, causes of action and demands, including those for any personal injury or property damage, I may have, now or in the future, against Shadetree and all its directors, officers, employees, agents, representatives, affiliates, sponsors, volunteers and host, and their respective employees (“**Shadetree Parties**”) arising out of my volunteer work for Shadetree. I understand that the 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 for Shadetree or at the nursery, and I covenant not to sue Shadetree.

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 of Volunteer or Parent/Guardian) (Date)

Volunteer Name: _____ (Please print)

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

Address: _____

Phone: _____ Email: _____