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VOLUNTEER LIABILITY WAIVER AND ASSUMPTION OF RISK

I wish to volunteer (or am consenting for my child/dependent to volunteer) for Shadetree Partnership, Inc. ("**Shadetree**") and its nursery located near 680 California Avenue, Irvine (behind UCI's Anteater Recreation Center). In consideration for being allowed to volunteer, I agree to the following on my or my child/dependent's behalf:

<u>Assumption of Risk of Injury and Health Impacts</u>. I am aware that the volunteer work may present a risk of injury to my person and property. Volunteering for Shadetree and working at its nursery generally may pose other known and unknown health risks, including the risk of contracting COVID-19. I acknowledge these risks and agree to assume these risks of injuries or other health impacts arising out of my participation as a volunteer.

<u>Waiver of Claims</u>. I hereby waive any claims, causes of action, or 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 the 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 for such damages or losses.

<u>Rules & Instructions; Indemnity</u>. I agree to abide by all rules and instructions given to me by Shadetree (including instructions related to COVID-19). If the volunteer is my child or dependent, I acknowledge that Shadetree will not be responsible for supervising my child or dependent, and I agree to be responsible for the supervision of my child or dependent and will to be present (or ensure another adult who has been designated and agreed to supervise my child or dependent is present) while they are participating in volunteer activities. I 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 by me or my child/dependent 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: