

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

BY ENTERING INTO THIS AGREEMENT, YOU ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES IN CASE OF INJURY, DEATH, OR PROPERTY DAMAGE.

READ THIS AGREEMENT CAREFULLY BEFORE CHECKING OFF THE BOX BELOW. YOUR CHECKING THE BOX INDICATES YOUR UNDERSTANDING AND AGREEMENT TO ITS TERMS.

In consideration of being given the opportunity to participate voluntarily in glean events I, on behalf of myself, my legal and personal representatives, heirs, next of kin, spouse, agents, and assigns, hereby:

1. Fully understand and acknowledge that:

a. This agreement is between myself and each of the following organizations: NH Farm to School, University of New Hampshire, NOFA NH, Hillsborough County Conservation District, Merrimack County Conservation District, Belknap County Conservation District, Seacoast Eat Local, Tap Root Farm and Environmental Education Center, and The Community Kitchen, Inc. These organizations are collectively referred to here as “**NH Gleans.**”

b. The glean events in which I voluntarily choose to participate will involve entering onto privately owned or publicly owned real property (the “**Premises**”) to glean fruit and/or vegetables (the “**Activity**”). The Activity may involve the use of certain equipment, including, without limitation, ladders and heavy/sharp gleaning tools.

c. There are risks and dangers associated with entering onto the Premises and using equipment to glean the fruit and/or vegetables. These risks and dangers include, without limitation, injury from falling branches or fruit, dog bites, allergic reaction to an insect bite, falling or tripping on uneven surfaces or debris, falling from heights, contracting food-borne illnesses arising from eating the fruit and/or vegetables being gleaned, losing or injuring a limb.

c. The use of equipment including, without limitation, ladders and gleaning implements, is dangerous and could cause serious injury and in some cases death.

d. The risks described in this section 1 (the “**Risks**”) may be caused by my own actions or inactions, the actions or inactions of others participating in the Activity, the condition of the Premises where the Activity takes place, the conditions in which the Activity takes place, the condition of the equipment that I am using, or the negligence of the Released Parties named below.

2. Voluntarily assume and accept all the Risks and all responsibility for any losses, liability, costs, damages, claims, demands, or costs that I may incur as a result of or related to my participation in the Activity.

3. Voluntarily release, discharge, and covenant not to sue i) NH Gleans or any of their employees, independent contractors, agents, owners, officers, directors, shareholders, and subsidiaries; and ii) the owner/operator of the Premises or any of its employees, independent contractors, agents, owners, officers, directors, shareholders, 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. 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.

4. Voluntarily 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.

5. Voluntarily agree to abide by any rules established or instructions given 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 manner.

6. Voluntarily agree to:

a. Enter only those areas designated for use by volunteers;

b. Use care to avoid damaging the Premises;

c. Refrain from climbing trees or fences to retrieve produce;

d. Refrain from sharing the name, address, or other private information of the owner of the Premises;

e. Pick only fruit that appears mature and ready to be picked, leaving less mature fruit on the tree;

f. Use great care and caution when using a ladder;

g. Ensure that any minor(s) (individuals who are under the age of 18 years) for whom I am responsible will be supervised at all times by me; and

h. Ensure that any minor for whom I am responsible will not be permitted to climb on a ladder unless the minor is at least 14 years of age and is directly supervised at all times by me.

7. Voluntarily agree that this Agreement is governed by the laws of the State of New Hampshire, and is intended to be as broad and inclusive as is permitted by New Hampshire law. In the event any portion of this Agreement is determined to be invalid, illegal, or unenforceable, the validity,

legality, and enforceability of the balance of the Agreement shall not be affected or impaired in any way and shall continue in full force and effect.

8. Voluntarily agree that any dispute or claim that arises out of or that relates to i) my participation in the Activity; or ii) this Agreement, or to the interpretation or breach thereof, or to the existence, scope, or validity of this Agreement, shall first be submitted to mediation before a mediator doing business in New Hampshire, to be selected by NH Gleans. The mediator fees to be equally shared by all parties to the dispute. If not resolved through mediation, the dispute shall be submitted to binding arbitration before an arbitrator doing business in New Hampshire, to be selected by NH Gleans. The arbitrator fees to be equally shared by all parties to the dispute. Any award rendered pursuant to such arbitration is binding and may be entered as a judgement in any court having jurisdiction thereof.

9. Voluntarily agree that this Agreement will remain in effect for all NH Gleans activities in which I participate until either revoked by a writing executed by NH Gleans and me or replaced by a new Agreement executed by NH Gleans and me.

10. Voluntarily agree that NH Gleans may, at any time, with or without cause, revoke my right to volunteer for or participate in NH Gleans events and activities.

PARENT / GUARDIAN WAIVER - Any person entering into this Agreement and who is responsible for the supervision of any minors participating in the Activity must read and agree to the following:

I, acting as parent, natural guardian, or a person authorized by the parent or natural guardian, have read the foregoing Agreement, understand and consent to its terms on behalf of myself and on behalf of the minors for whom I am responsible, and agree to indemnify and save and hold harmless the Released Parties from any loss, liability, damage, or cost that they may incur because of any defect in or lack of capacity to act on behalf of the minors in executing this Agreement.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY AGREEING TO IT, HAVE AGREED TO IT 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.