**PEACE OF HEART COMMUNITY FARM, LLC**

**PEACE OF HEART COMMUNITY, INC.**

 **WAIVER AND RELEASE OF LIABILITY FORM FOR MINORS**

This Waiver and Release of Liability is executed on today’s date, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a minor child (the “Volunteer”), and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, the parent having legal custody and/or the legal guardian of the minor child (the “Guardian”), in favor of PEACE OF HEART COMMUNITY FARM, LLC (“POHCF”), PEACE OF HEART COMMUNITY, INC. (“POHC”) and/or one of their subsidiaries or affiliates (POHCF, POHC, and their subsidiaries and affiliates, hereinafter collectively “POH”) at the facility owned by POH.

I, the Volunteer, have on my own initiative chosen to participate in volunteer activities (“Volunteer Services”) with POH. In anticipation of the Volunteer’s provision of Volunteer Services, the Volunteer and Guardian hereby expressly agree, acknowledge and/or certify (as applicable) as follows:

(A) The Volunteer’s provision of Volunteer Services is voluntary, and thus the Volunteer has undertaken to participate in such activities and services on his or her own initiative.

(B) The Volunteer has no health-related or other problems (including, but not limited to, previous injuries, disabilities, or physical limitations) which would pose a risk to the Volunteer or others in his or her provision of Volunteer Services.

(C) The Volunteer and/or Guardian understand that in providing the Volunteer Services, the Volunteer may be in a working farm setting, and will further interact with the residents of POH and other POH staff and volunteers.

(D) The Volunteer and/or Guardian WAIVE, RELEASE, AND DISCHARGE POH, their officers, employees, agents, or other individual(s) from any and all liability, including but not limited to, liability arising from the negligence or fault of any such parties for the Volunteer’s death, disability, personal injury, and from any and all claims, demands, or actions of any kind which may arise directly or indirectly in any fashion in connection with the Volunteer’s provision of Volunteer Services.

(E) The Volunteer and/or Guardian INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE POH, their officers, employees, agents or other individual(s) from any and all claims, demands, or actions or others against such parties which may arise directly or indirectly in any fashion in connection with the Volunteer’s provision of Volunteer Services.

**NOTICE TO THE MINOR CHILD’S NATURAL GUARDIAN**

READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF   PEACE OF HEART COMMUNITY FARM, LLC and/or PEACE OF HEART COMMUNITY, INC, and ITS AFFILIATES (collectively “POH”)   USES REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM YOU ARE GIVING UP YOUR CHILD’S RIGHT AND YOUR RIGHT TO RECOVER FROM POH IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND POH HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

I CERTIFY THAT I HAVE READ THIS DOCUMENT AND I FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND I SIGN IT OF MY OWN FREE WILL.

FOR THE AVOIDANCE OF ANY CONFUSION, I HEREBY ASSUME ALL OF THE RISKS OF PARTICIPATING IN ANY AND ALL ACTIVITIES HEREUNDER.

 Birth Date:

Volunteer’s Name (Print) (if under age 18)

Volunteer’s Signature

Parent/Guardian’s Name (Print)

Parent/Guardian’s Signature