

## FRUITFULL VOLUNTEER PARTICIPANT AGREEMENT AND RELEASE

I, on behalf of myself and/or any minor participant for whom I am executing this Agreement, hereby agree to the following, which shall apply to all FruitFull volunteer activities in which I or the minor participate ("Activities"):

### I. PARTICIPANT AGREEMENT

In order to provide a safe, positive, inclusive experience for all participants, I agree to (1) respect the safety, boundaries, health and well-being of all participants, (2) cooperate with staff, event leaders, other volunteers, and partner organization representatives, (3) follow all volunteer procedures and policies of which I am informed, and (4) comply with all instructions given to me by FruitFull staff or other volunteers supervising Activities.

### II. ACTIVITIES AND ASSUMPTION OF RISKS

I desire to work as a volunteer without compensation and engage in Activities related to being a volunteer. I understand that my Activities may include but are not limited to the following: harvesting fruits, collecting fruit from farmers markets, carrying or loading boxes filled with fruit, sorting fruit, distributing fruit to community members, completing office work, representing FruitFull at community events, assisting with special events, and other volunteer Activities.

Participation in the Activities involves work that includes physical labor and exposure to risks. These risks may include: physical injury due to accident, exhaustion or overexertion; falling due to climbing a tree or using a ladder; exposure to weather, chemicals, mold, and other allergens; proximity to vehicles and heavy machinery; animals, insects, or toxic plants; uneven ground, swimming pools or electric lines; exposure to infectious diseases; and falling trees, fruit, or boxes. Participating may result in strenuous and/or prolonged physical exertion, which may reveal previously unknown health problems or make known health problems worse. I will use my best judgment to partake in as much or as little of the Activities as I am able, take breaks, or cease participation.

I understand that the description of these risks is not complete. I understand that the Activities involve risks of serious bodily injury, including permanent disability, paralysis and death, which may be caused by my own actions, or inactions, those of others participating in the activity, the conditions in which the event takes place, or the negligence of the persons released below; and that there may be other risks either not known to me or not readily foreseeable at this time; and I fully accept and assume all such risks and all responsibility for losses, cost, and damages I incur as a result of my participation in the Activities. I understand that FruitFull does not carry or maintain health, medical, or disability insurance coverage for any volunteer and that volunteers are encouraged to obtain their own insurance.

I, on behalf of myself and/or any minor participant for whom I am executing this Agreement, acknowledge that FruitFull cannot prevent exposure to, contracting, or spreading COVID-19 while participating in FruitFull Activities. It is not possible for FruitFull to prevent the presence of the

disease. Therefore, I understand that if I choose to participate in FruitFull Activities, I may be exposing myself to, and increasing my risk of, contracting or spreading COVID-19.

I, AND MY PARENT(S) OR GUARDIAN(S), FOR THEMSELVES AND ON MY BEHALF, ACKNOWLEDGE AND ASSUME ALL RISKS OF MY PARTICIPATION IN THE ACTIVITIES, AND ANY OTHER ACTIVITY OF FRUITFULL WHETHER THOSE RISKS ARE KNOWN OR UNKNOWN, INHERENT OR OTHERWISE, INCLUDING BUT NOT LIMITED TO, THE RISKS IDENTIFIED ABOVE AND THE RISK OF EXPOSURE TO OR CONTRACTING COVID-19, AND VOLUNTARILY AGREE TO ACCEPT SUCH RISK.

### III. RELEASE AND INDEMNITY; CONSENT TO TRANSPORTATION AND TREATMENT

Release and Indemnity: I, on behalf of myself and/or any minor participant for whom I am executing this Agreement, agree to release and hold harmless (a) FruitFull, including its officers, directors, employees, agents, and volunteers, and (b) the property owner where FruitFull is engaging in its Activities, including the property owner's owners, tenants, employees, agents, and volunteers (the above collectively referred to as, "Released Party" or "Released Parties"), from all liability, lawsuits, claims, demands, losses, or damages I or said minor participant may suffer or incur in connection with Activities and my volunteer service to FruitFull including but not limited to, exposure to or contracting COVID-19. I further agree to indemnify Released Parties from any claim and from any liability, loss, damages or expenses (including attorneys' fees) resulting from a claim brought by a third party for any loss or damage arising out of failure to comply with this Agreement or the negligent acts or omissions of myself or any minor participant for whom I am executing this Agreement in connection with Activities.

Consent to Transportation and Medical Treatment: If first aid treatment or emergency treatment is required as a result of illness, injury, or accident during the Activities, I and my parent(s) or legal guardian(s), for themselves and on my behalf, authorize such aid or other treatment as may be necessary under the circumstances, to include transportation and/or treatment by a physician or hospital. I agree to be solely responsible for any cost associated with medical treatment. I understand that the Released Parties are under no obligation to provide any such care or treatment.

### IV. PHOTOGRAPHIC/RECORDING RELEASE

I and my parent(s) or legal guardian(s), for themselves and on my behalf, hereby grant and convey unto FruitFull and/or its agents all right, title, and interest in any and all photographic images and video or audio recordings made during the participation of myself or any minor participant for whom I am executing this Agreement in FruitFull Activities, including, but not limited to, any royalties, proceeds or other benefits derived from such photographs or recordings. I and my parent(s) or legal guardian(s), for themselves and on my behalf grant permission to record, edit, transcribe, use, duplicate, modify, distribute, and/or publicly exhibit the participant's presentation or appearance, and

use of participant's name, likeness, voice, and biographical information in any and all media now existing or hereafter developed, throughout the world, in perpetuity, without restrictions or limitation.

#### V. ADDITIONAL PROVISIONS

This Agreement is continuous, in force, and binding for each and every volunteer activity that I participate in with FruitFull, regardless of the date, time, or location. If any portion of this Agreement is found to be invalid or unenforceable, the remaining portion shall nevertheless remain in force and effect. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California.