



Waiver & Release of Liability & Hold Harmless Agreement ("Agreement")

I wish to partake and involve myself as a volunteer for Downtown Phoenix Farmers Market (DPFM), a program of the non-profit organization Community Food Connections, inc.

I am voluntarily participating in the activities related to being a volunteer. I understand that there are inherent risks and potential hazards involved with the activities involved in volunteering. These activities include (but are not limited to) working outdoors assisting in a variety of projects, engaging with community members, setting up and breaking down of equipment, handling market waste and participating in special events and fundraisers. I hereby freely, voluntarily, and without duress execute this release. I understand and acknowledge that these activities contain certain inherent risks, hazards and dangers that cannot be eliminated. I acknowledge the risk of loss, theft, or damage of my personal property. I understand the danger involved in such activities and participate with the knowledge that medical facilities may not be available in the event I become ill or injured.

I agree to follow DPFM's safety rules and recommendations. I acknowledge that for certain types of activities DPFM may recommend wearing protective equipment, and that if I choose not to wear such equipment, I will be fully responsible for any related accident or injury. Thus, I agree to accept any and all risks of injury, illness, or death.

I agree that I, personal representatives, and assigns, will not make a claim or bring a lawsuit against DPFM or its directors, officers, agents, employees, volunteers, suppliers, contractors, subcontractors, or attorneys (the "Released Parties") for injuries, illnesses or damages resulting from the negligent or intentional acts or omissions of the Released Parties. I waive and release the Released Parties from all actions, claims, or demands that I, my heirs, personal representatives, or assigns now have or may have in the future for injuries, damages or death resulting from my participation in any DPFM activities.

I agree to indemnify and hold harmless the Released Parties from any and all loss, liability, claims, damages, costs and expenses (including attorneys' fees) resulting from or relating to, in whole or in part, my participation as a volunteer in activities of DPFM.

I understand and agree that CFC or its designees may photograph, videotape, or record my participation for internal or promotional use. I grant to CFC all right, title, and interest of all such photographs or recordings, and consent to CFC's use of my name, image, likeness, verbal and written statements in perpetuity, in any medium or format, for any publicity without further compensation or permission.

I HAVE CAREFULLY READ THIS AGREEMENT, FULLY UNDERSTAND ITS CONTENTS, AND I AM SIGNING IT VOLUNTARILY. I am aware that this is a contract between me and CFC. If I am under eighteen (18) years of age, or I am not legally competent to sign on my own behalf, my legal guardian has completely reviewed this Agreement and understands and consents to its terms and authorizes my participation in the activity by his/her signature below.

THIS IS AN IMPORTANT LEGAL DOCUMENT. READ IT CAREFULLY BEFORE SIGNING BELOW.

Volunteer Signature

Volunteer Printed Name

Date

Legal Guardian Signature

Legal Guardian Printed Name

Date