



Volunteer Release and Waiver of Liability

This document must be signed by ALL volunteers before performing any services relating to activities of the Davidson Farmer's Market. This includes, but is not limited to, vendor contacts, outside organizations/clubs, off-site volunteers, and fundraising volunteers.

This Release and Waiver of Liability ("Release") executed by the undersigned (the "Volunteer") on the date below in favor of Davidson Farmers Market, Inc., a North Carolina nonprofit corporation, their directors, officers, employees, and agents (collectively, "DFM").

The Volunteer desires to work as a volunteer for DFM and engage in the activities related to being a volunteer (the "Activities"). The Volunteer understands that the Activities may include, without limitation, loading and unloading, lifting, operating equipment and tools, and performing errands, and that the Activities may involve exposure to foods and other materials containing allergens, including but not limited to nuts. The Volunteer hereby freely, voluntarily, and without duress executes this Release under the following terms:

Release and Waiver: Volunteer does hereby release and forever discharge and hold harmless DFM and its successors and assigns from any and all liability, claims, and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from Volunteer's Activities with DFM.

Volunteer understands that this Release discharges DFM from any liability or claim that the Volunteer may have against DFM with respect to any bodily injury, personal injury, illness, death, or property damage that may result from Volunteer's Activities with DFM, whether caused by the negligence of DFM or its officers, directors, employees, or agents or otherwise. Volunteer also understands that DFM does not assume any responsibility for or obligation to provide financial assistance or other assistance, including but not limited to medical, health, or disability insurance in the event of injury or illness.

Medical Treatment: Volunteer does hereby release and forever discharge DFM from any claim whatsoever which arises or may hereafter arise on account of any first aid, treatment, or service rendered in connection with the Volunteer's Activities with DFM.

Assumption of the Risk: The Volunteer understands that the Activities include work that presents risks of harm to the Volunteer. Volunteer hereby expressly and specifically assumes the risk of injury or harm in the Activities and releases DFM from all liability for injury, illness, death, or property damage resulting from the Activities.

Insurance: The Volunteer understands that, except as otherwise agreed to by DFM in writing; DFM does not carry or maintain health, medical, or disability insurance coverage for any Volunteer. **Each Volunteer is expected and encouraged to obtain his or her own medical or health insurance coverage.**

Photographic Release: Volunteer does hereby grant and convey unto DFM all right, title, and interest in any and all photographic images and video or audio recordings made by DFM during the Volunteer's Activities with DFM, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.

Other: Volunteer expressly agrees that this Release is intended to be as broad and inclusive as permitted

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by the laws of the State of North Carolina, and that this Release shall be governed by and interpreted in accordance with the laws of the State of North Carolina. Volunteer agrees that in the event that any clause or provision of this Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release which shall continue to be enforceable.

Parent / Guardian: If signing below on behalf of a minor or other individual for whom I am a legal guardian, I warrant and agree that: (i) I am the parent or legal guardian of Volunteer; (ii) I have the legal right to consent to this Release on behalf of Volunteer, myself, my spouse, and our heirs and assigns; (iii) by signing below, we hereby do consent to the terms and conditions herein; and (iv) my spouse and I understand and agree that the release of liability and claims set forth above includes any and all claims and causes of action that we may have, now and in the future, that are derivative of those of Volunteer.

Volunteer (or Parent / Guardian) Date

Signature of

Print Name of Volunteer

Print Name of Parent / Guardian (If applicable)

*Please sign this Release and return to DFM Market Coordinator, Courtney Spear,
Courtney@davidsonfarmersmarket.org or mail to:*

Davidson Farmers Market
PO Box 2534 Davidson, NC 28036

Thank you for volunteering!