Volunteer Liability Waiver and Release Form

Volunteer Name: _____("Volunteer")

Birth Date: _____

Contact E-mail (required): _____

Parent or Legal Guardian Email (required if Volunteer is under age 18): _____

Address: _____

Phone: _____

Emergency Contact

Name: _____

Relationship to Participant: _____

Phone Number: _____

☐ Check here if interested in becoming a PHS member.

☐ Check here if interested in learning more about PHS volunteer opportunities.

VOLUNTEERS MUST COMPLETE THE LIABILITY WAIVER AND RELEASE FORM

PARENT/LEGAL GUARDIAN SIGNATURE IS REQUIRED IF VOLUNTEER IS UNDER AGE 18

The Pennsylvania Horticultural Society
100 N. 20th Street, Suite 405
Philadelphia, PA 19103
(215) 988-8800

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

The undersigned **Volunteer,** or **Parent/Legal Guardian** of Volunteer if Volunteer is under age 18 (hereafter referred to using "I", "me", or "my"), hereby voluntarily requests permission from The Pennsylvania Horticultural Society ("PHS") to participate as a Volunteer.

I understand that I am under no compulsion from PHS to be a Volunteer. I understand and agree that my participation as a Volunteer is completely voluntary and that I am not an employee or contractor of PHS or entitled to any related benefits including, but not limited to, workers compensation and/or disability benefits.

It is mutually and expressly understood that volunteer services will be donated, and that I am not entitled to nor expect any present or future salary, wages, or other benefits for these voluntary services, except as otherwise required by applicable law.

It is mutually and expressly understood that neither party intends to create any employment relationship. I am not an employee, independent contractor, or consultant at PHS. PHS and I have an at-will relationship, and PHS may terminate its relationship with me at any time, and for any reason in accordance with applicable laws.

IN CONSIDERATION OF PHS PERMITTING ME TO PARTICIPATE AS A VOLUNTEER AND/OR UTILIZE THE SERVICES, PROGRAMS, OR FACILITIES OF PHS, I HEREBY AGREE AS FOLLOWS:

General Liability Assumption of Risk, Waiver, and Indemnification:

I represent and warrant that I have inquired about or otherwise understand the risks of injury that may result from my participation as a Volunteer, and I have satisfied myself that I am able to participate safely. I also represent and warrant that I have considered the restrictions on participation for my age group set forth in Appendix B. I understand that unanticipated and unexpected injuries and/or damage could result from my participation as a Volunteer, and I freely assume all such risks.

I, on behalf of myself, my spouse, heirs, executors, administrators, representatives, and any other person claiming on my behalf, do hereby waive, release, discharge, hold PHS harmless from, and indemnify, defend and hold harmless PHS, its past, present, and future directors, officers, partners, agents,

employees, attorneys, representatives, affiliates, subsidiaries, divisions, predecessors, successors and assigns for any and all claims, damages, and liabilities for personal injury, death, or property damage of any kind or description whatsoever related to my participation as a Volunteer. This waiver and release is effective as the date of my signing this agreement and thereafter, and I realize that it binds not only me but anyone who might currently or in the future possess the right to sue on my behalf. Likewise, I agree that this waiver and release of injuries shall apply not only to PHS, but also to its past, present, and future directors, officers, partners, agents, employees, attorneys, representatives, affiliates, subsidiaries, divisions, predecessors, successors and assigns, if any. I understand that PHS does not assume any responsibility for or obligation to provide me with financial or other assistance, benefits or insurance.

MEDIA RIGHTS: I hereby grant PHS the right to use my name, likeness, voice, biographical information, photographs and other works of authorship in connection with any promotion of PHS, my participation, and/or PHS' general grant making and non-profit activities.

I HAVE CAREFULLY READ AND FULLY UNDERSTAND ALL PROVISIONS OF THE FOREGOING WAIVER AND RELEASE, AND FREELY AND KNOWINGLY ASSUME THE RISKS AND WAIVE MY RIGHTS CONCERNING LIABILITY, AS DESCRIBED ABOVE. I further acknowledge that I have had a full and fair opportunity to review this waiver and release, including review with my own legal counsel if desired, and that I am executing it voluntarily with full knowledge and understanding of its significance, meaning, and binding effect.

PHS PENNSYLVANIA HORTICULTURAL SOCIETY

Appendix B

Restricted Volunteer Activities, by Age
(as recommended by Federal Labor Laws)

Age	Restrictions on Volunteer Activities
18+ years of age	No restrictions, except for operation of heavy equipment, to include: backhoes, bulldozers, graders, trenchers, pavers, compactors, pile driving/boring Machines. May volunteer for cashiering.
16-17 years of age	No restrictions, except for operation of heavy equipment, to include: backhoes, bulldozers, graders, trenchers, pavers, compactors, pile driving/boring Machines. May volunteer for cashiering.
14-15 years of age	Same restrictions as 16-17 years of age, plus restricted from operating power-driven mowers and/or cutters and restricted from loading/unloading trucks. May not volunteer for cashiering. Will need to be under the supervision of parents/guardians/group leaders.
Under 14 years of age	Restricted from cashiering, operation of heavy and/or light equipment, and loading/unloading trucks. May participate in Community Service activities, not previously excluded, under the supervision of parents/guardians/group leaders.

_____

(Signature of Volunteer)

I am of legal age and freely acknowledge this agreement. I have read this form and understand that by signing this form, I am giving up legal rights and remedies. I have had the opportunity to discuss with legal counsel if desired.

_____

(Signature of Parent/Legal Guardian if Volunteer is Under 18)

I am the parent or legal guardian of the Volunteer. I am of legal age and am freely signing this agreement. I have read this form and understand that by signing this form, I am giving up legal rights and remedies.