

**RELEASE OF LIABILITY, WAIVER OF CLAIMS,
ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT**
**BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN
LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.**

To: _____
_____ (the "Farmer")

(Insert name and address of the individual and/or corporation who is/are donating Food)

NAME: _____

ADDRESS: _____
_____ (the "Participant")

ASSUMPTION OF RISKS

I understand that entering onto the land and/ or the structures therein contained which are owned or occupied by the Farmer (the "Land") for the purposes of gathering, picking, collecting, and otherwise obtaining ("Collecting") any fruit, vegetables, nuts, grain, or other foods (the "Food") and eating of said Food (the "Eating") involves **many inherent risks, hazards and dangers which may cause injury to person and / or property including but not limited to:**

- a. **the risk of injury due to natural and manmade causes such as:**
 - i. falling, tripping, slipping;
 - ii. the risks posed by the presence of uneven terrain, roots, rotted fruit, animal waste, mud, water, and any other hazard whether naturally occurring or man made;
 - iii. the risk of drowning;
 - iv. the risk posed by the presence of fencing, ditches, culverts, creeks, streams, settling ponds and other manmade or naturally occurring hazards;
- b. **the risk of injury due to wildlife, insects, vegetation and outdoor weather conditions such as:**
 - i. the risks due to the presence of wildlife, birds, insects, spiders, snakes, and other animals whether domestic or livestock;
 - ii. sunburn, heat stroke, heat exhaustion or other conditions related to being outdoors;
 - iii. the risk of cuts, punctures or other injury including allergic reactions caused by or resulting from the presence of trees, plants and other vegetation;
 - iv. the risk of being stung and / or bitten by a bee, wasp, spider or other insect and any reaction, allergic or otherwise which may result;
- c. **the risk of injury related to the use of equipment such as:**
 - i. injury to person and/or property from the use of equipment including ladders, stepstools, chairs, tractors, cherry pickers and other equipment whether mechanical, or otherwise;
 - ii. injury to ears or hearing loss due to loud machinery and equipment;
- d. **the risk of injury related to physical exertion and injuries caused by others such as:**
 - i. stretching, reaching, bending, twisting, squatting, and any other form of physical exertion;
 - ii. accidental, intentional or negligent physical injury caused by others;
 - iii. injury to property or person as a result of negligence by the Land owner, occupier or any of their employees, independent contractors, and other guests; and
- e. **the risks related to Eating of the Food such as:**
 - i. choking, allergic reactions, poisoning, food intolerances or sensitivities, upset stomach, indigestion, heartburn, nausea, or diarrhea; and

I freely accept and fully assume all risks, danger, and hazards and the possibility of personal injury, death, property damage or loss, resulting therefrom. I also understand that the Farmer makes no representations, warranties or other assurances with respect to the quality, edibility, purity, or contents of the Foods.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY

In consideration of the Farmer, allowing me to enter the Land to engage in the Collecting and / or Eating of Food I hereby agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have against the Farmer, their heirs, administrators, representatives, executors, successors, transferees, and assigns and their directors, officers, employees, representatives and agents (all of whom are hereinafter collectively referred to as "the Releasees");
2. TO RELEASE THE RELEASEES from any and all liability for any loss, damage, injury or expense that I may suffer, or that my next of kin may suffer as a result of my use of or my presence at the Land due to any cause whatsoever, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER THE OCCUPIERS LIABILITY ACT, R.S.B.C. 1996, C.337, AND ANY AMENDMENTS THERETO, ON THE PART OF THE RELEASEES;
3. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from and against any and all claims, actions, damages, liability and expenses in connection with loss of life, personal injury or damage to property, whether accidental, intentional, or negligent, sustained personally or if applicable, by my minor child who is the above listed Participant, arising from any occurrence at, from or related to the Collecting and Eating of the Food, or the occupancy or use of the Land, or occasioned wholly or in part by an act or omission of me or any third party at the Land including guests, invited or otherwise, employees, agents, customers, contractors, staff, and trespassers;
4. In case the Releasees are made a party to litigation begun by or against me, or my child who is a Participant, if applicable, I will protect, indemnify and hold the Releasees harmless and will promptly pay all costs, expenses and reasonable legal fees incurred or paid by the Releasees in connection with the litigation; and
5. This agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives in the event of my death or incapacity.

In entering into this Agreement, I am not relying upon any oral or written representations or statements made by the Releasees other than what is set forth in this Agreement.

By entering on the Land and engaging in the Collecting and / or Eating of the Food I agree to abide by any instruction communicated to me with respect to the method of Collection.

I HAVE READ AND UNDERSTOOD THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND ASSIGNS MAY HAVE AGAINST THE RELEASEES.

Signed this _____ day of _____ 20 _____

Signature of Participant (the "Releasor")

WITNESS

Please print name clearly

Please print name clearly