

# Temporary Picker Registration and Release from Liability

This form is a temporary registration to pick at this one Salem Harvest sponsored event. Permanent registration can be done only through our web site, [www.salemharvest.org](http://www.salemharvest.org). Once you have permanently registered on the web site you will not have to fill out this form again.

Privacy: Information entered here is used solely by Salem Harvest. We do not share, sell or otherwise distribute your personal information.

You must be 18 or older to register as a volunteer.

Last name \_\_\_\_\_ First name \_\_\_\_\_

Telephone \_\_\_\_\_

Email \_\_\_\_\_

Home Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip code \_\_\_\_\_

City ward \_\_\_\_\_ Neighborhood Association \_\_\_\_\_

How did you hear about Salem Harvest? \_\_\_\_\_

## **RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT**

BY ENTERING INTO THIS AGREEMENT, YOU ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES IN CASE OF INJURY, DEATH, OR PROPERTY DAMAGE.

***READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IN THE SPACE BELOW.***  
YOUR CHECKING THE BOX INDICATES YOUR UNDERSTANDING AND AGREEMENT TO ITS TERMS.

In consideration of being given the opportunity to participate voluntarily in harvest events organized by Salem Harvest, a project of Friends of Salem Saturday Market (hereinafter “**Salem Harvest**”), I, on behalf of myself, my legal and personal representatives, heirs, next of kin, spouse, agents, and assigns, hereby:

1. Fully understand and acknowledge that:

a. The harvest events in which I voluntarily choose to participate will involve entering onto privately owned or publically owned real property (the “**Premises**”) to harvest fruit and/or vegetables (the “**Activity**”). The Activity may involve the use of certain equipment, including without limitation ladders.

b. There are risks and dangers associated with entering onto the Premises and using equipment to harvest the fruit and/or vegetables. These risks and dangers include, without limitation, injury from falling branches or fruit, dog bites, falling or tripping on uneven surfaces or debris, falling from heights, contracting food-borne illnesses arising from eating the fruit and/or vegetables being harvested, losing or injuring a limb.

c. The use of equipment, including without limitation ladders, is dangerous and could cause serious injury and in some cases death.

d. The risks described in this section 1 (the “**Risks**”) may be caused by my own actions or inactions, the actions or inactions of others participating in the Activity, the condition of the Premises where the Activity takes place, the conditions in which the Activity takes place, the condition of the equipment that I am using, or the negligence of the Released Parties named below.

2. Voluntarily assume and accept all the Risks and all responsibility for any losses, liability, costs, damages, claims, demands, or costs that I may incur as a result of or related to my participation in the Activity.

3. Voluntarily release, discharge, and covenant not to sue i) Salem Harvest or any of its employees, independent contractors, agents, owners, officers, directors, shareholders, and subsidiaries; and ii) the owner of the Premises or any of its employees, independent contractors, agents, owners, officers, directors, shareholders, and subsidiaries (hereinafter the “**Released Parties**”) for any losses, liabilities, damages, claims, demands, expenses, or costs that I may incur and which arise out of or are related to my participation in the Activity, the condition of the Premises, or any act, omission, or negligence of the Released Parties. I further agree that if, despite this Agreement, I or anyone on my behalf, makes a claim against any of the Released Parties, I will indemnify, save, and hold harmless each of the Released Parties from losses, liability, damages, claims, demands, expenses, or costs that any of the Released Parties may incur as a result of any such claim.

4. Voluntarily agree to indemnify, save, and hold harmless each of the Released Parties from losses, liability, damages, claims, demands, expenses, or costs that any of the Released Parties may incur as a result of my participation in the Activity.

5. Voluntarily agree to abide by any rules established or instructions given with respect to my participation in the Activity. I further agree that while participating in the Activity I will refrain from conducting the Activity in an unlawful manner.

6. Voluntarily agree to:

- a. Enter only those areas designated for use by volunteers;
- b. Use care to avoid damaging the Premises;
- c. Refrain from climbing trees or fences to retrieve produce;
- d. Refrain from sharing the name, address, or other private information of the owner of the Premises;
- e. Pick only fruit that appears mature and ready to be picked, leaving less mature fruit on the tree;
- f. Use great care and caution when using a ladder;
- g. Ensure that any minor(s) (individuals who are under the age of 18 years) for whom I am responsible will be supervised at all times by me; and
- h. Ensure that any minor for whom I am responsible will not be permitted to climb on a ladder unless the minor is at least 13 years of age and is directly supervised at all times by me.

7. Voluntarily consent to the taking and use of my picture / image. Salem Harvest may use my voice and likeness, or those of any minors for whom I am responsible, in any manner or form, for any lawful purpose, at any time. I waive any right that I may have to inspect or approve the finished product.

8. Voluntarily agree that this Agreement is governed by the laws of the State of Oregon, and is intended to be as broad and inclusive as is permitted by Oregon law. In the event any portion of this Agreement is determined to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the balance of the Agreement shall not be affected or impaired in any way and shall continue in full force and effect.

9. Voluntarily agree that any dispute or claim that arises out of or that relates to i) my participation in the Activity; or ii) this Agreement, or to the interpretation or breach thereof, or to the existence, scope, or validity of this Agreement, shall be resolved by arbitration in accordance with the then effective arbitration rules of the Arbitration Service of Portland, Inc. and judgment upon the award rendered pursuant to such arbitration may be entered in any court having jurisdiction thereof.

10. Voluntarily agree that this Agreement will remain in effect for all Salem Harvest activities in which I participate until either revoked by a writing executed by Salem Harvest and me or replaced by a new Agreement executed by Salem Harvest and me.

11. Voluntarily agree that Salem Harvest may, at any time, with or without cause, revoke my right to volunteer for or participate in Salem Harvest events and activities.

**PARENT / GUARDIAN WAIVER** - Any person entering into this Agreement and who is responsible for the supervision of any minors participating in the Activity must read and agree to the following:

I, acting as parent, natural guardian, or a person authorized by the parent or natural guardian, have read the foregoing Agreement, understand and consent to its terms on behalf of myself and on behalf of the minors for whom I am responsible, and agree to indemnify and save and hold harmless the

Released Parties from any loss, liability, damage, or cost that they may incur because of any defect in or lack of capacity to act on behalf of the minors in executing this Agreement.

***I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY AGREEING TO IT, HAVE AGREED TO IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE, AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE AND WAIVER OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.***

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(Parent or Authorized Person's Signature)

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(Printed Name)

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(Date)