



WAIVER AND RELEASE FORM

RELEASE OF LIABILITY

In return for participating in the **Ponds & Plants** volunteer activities and all related activities, including any activities incidental to such participation (“Volunteer Activities”), the under- signed **Volunteer or Parent/Legal Guardian** of the Volunteer if Volunteer is under age 18 (here after referred to using “I”, “me”, or “my”) releases and agrees not to sue **Ponds & Plants** or its officers, directors, employees, sub-contractors, sponsors, agents and affiliates from all present and future claims that may be made by me, my family, estate, heirs, or assigns for property damage, personal injury, or wrongful death arising as a result of my participation in the Volunteer Activities wherever, whenever, or however the same may occur.

I understand and agree that **Ponds & Plants** is not responsible for any injury or property damage arising out of the Volunteer Activities, even if caused by their ordinary negligence or otherwise.

I understand that participation in the Volunteer Activities involves certain risks, including, but not limited to, serious injury and death. I am voluntarily participating in the Volunteer Activities with knowledge of the danger involved and I agree to accept all risks of participation.

I also agree to indemnify and hold harmless **Ponds & Plants** for all claims arising out of my participation in the Volunteer Activities.

I understand that this document is intended to be as broad and inclusive as permitted by the laws of the state in which the Volunteer Activities take place and agree that if any portion of this Agreement is invalid, the remainder will continue in full legal force and effect.

I also acknowledge that **Ponds & Plants** hasn’t arranged and does not carry any insurance of any kind for my benefit or that of Volunteer (if Volunteer is under 18), my parents, guardians, trustees, heirs, executors, administrators, successors and assigns. I represent that, to my knowledge, I am in good health and suffer no physical impairment that would or should prevent my participation in Volunteer Activities.

I also understand that this document is a contract which grants certain rights to and eliminates the liability of **Ponds & Plants**.

Volunteer: _____ Date: _____

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.

Guardian: _____ Date: _____

(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.

PUBLICITY RELEASE

In return for participating in **Ponds & Plants** volunteer activities and all related activities, including any activities incidental to such participation (“Volunteer Activities”), the undersigned Volunteer or Parent/Legal Guardian of Volunteer if Volunteer is under age 18 (hereafter referred to using “I”, “me”, or “my”) hereby grants **Ponds & Plants**, and each of its subsidiaries, affiliates, agents, advertising or promotional agencies, and partners, and all such entities’ officers, directors, agents, employees, respective successors and assigns (collectively, “Authorized Parties”), the absolute and irrevocable right and permission to use, publish and/or copyright the use of Volunteer’s voice, photograph and/or likeness, caricature, in its current form or as retouched, digitized, cropped, altered, distorted or modified in any way, in any and all advertising, promotional, or other materials based upon or derived from the Volunteer Activities in any manner, in any media whatsoever for any and all purposes, including by way of example but without limitation advertising, promoting or publicizing products and services in any and all media now known or hereafter devised (including without limitation on the Internet), without additional compensation. I further agree that anything derived there from will be owned solely by the Authorized Parties. I shall not authorize the use of any print, negative or other copy thereof by anyone other than the Authorized Parties.

I understand that this document is intended to be as broad and inclusive as permitted by the laws of the state in which the Volunteer Activities take place and agree that if any portion of this Agreement is invalid, the remainder will continue in full legal force and effect.

Volunteer: _____ Date: _____

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.

Guardian: _____ Date: _____

(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.