

# LEFTOVERS HOME HARVEST

## *Grower Waiver*

Please read this release carefully.

### **Acknowledgement of Risk**

I understand that my participation with the Home Harvest program (Leftovers Foundation) is strictly on a volunteer basis.

I understand that there are inherent risks to my property or possessions associated with inviting volunteers to execute a "Harvest" on my property, including but not limited to, damage to my fruiting trees or shrubs, garden beds, grass or other ground cover, fence, gates, other structures, and/or any tools lent to volunteers.

I am aware that there are risks of harm in my participation in Home Harvest, including, without limitation, risks of physical harm and property damage and: 1) I am aware and acknowledge that the activity by its nature is such that Leftovers Foundation cannot identify all possible risks associated with it; and 2) I recognize that Leftovers Foundation may not vet or supervise all or any of the Harvest during my participation in Home Harvest; and 3) that generally there are many aspects of the Harvest that are inherently dangerous and will be outside of the control of Leftovers Foundation. I agree to be accountable in all respects for my own actions and not to ask Leftovers Foundation to accept the consequences thereof. I freely accept and assume full responsibility for all risks to me and my property in connection with my participation in the activity.

### **Waiver of Liability**

Regardless of the cause, nature or severity of any loss, injury, or property damage that I may suffer as a result of participating in the Harvest, I hereby agree to remise, release, and forever discharge Leftovers Foundation from all suits, claims, in both law and equity, and agree to not sue or otherwise make a claim against Leftovers Foundation or against any of Leftovers Foundation staff, board members, officers, employees, contractors, volunteers, or "growers", for any loss, damage, injury or expense that I or my next of kin may incur, suffer or be made subject to as a result of or arising out of my participation in, or agreement to participate in Home Harvest regardless of how severe and regardless of how such loss, damage, injury or expense arises or who causes such loss, damage, injury or expense. Even if such loss, damage, injury or expense is attributable in whole or in part to breach of contract, breach of duty, failure to warn, negligence or some other wrongful act or omission of Leftovers Foundation or the "Grower". For greater certainty I hereby absolutely and unconditionally release Leftovers Foundation and the "Grower" from any such claims. Without limitation to the foregoing, in no event is Leftovers Foundation responsible for the failures, wrongdoings or defalcations of agents or third parties even if the same was foreseeable or otherwise within the control of Leftovers Foundation to prevent.