

**WAIVER AND RELEASE FORM**

**RELEASE OF LIABILITY**

In return for being allowed to participate in Tree Fresno 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”) releases and agrees not to sue Tree Fresno 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 Tree Fresno 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 Tree Fresno 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 Tree Fresno have not arranged and do 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 Tree Fresno. 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.

**PRINT NAME LEGIBLY:** **SIGNATURE AND DATE:**

**EMAIL OR PHONE NUMBER REQUIRED:**

­­­­­­­­­­­­­­­­­

Note: If you are a minor, under 18 years of age, your Parent/Legal Guardian is required to sign the agreement on the back (flip) side of this paper.

If you are a minor, under 18 years of age, your Parent/Legal Guardian is required to sign the agreement below.

I understand that this document is a contract which grants certain rights to and eliminates the liability of Tree Fresno. 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.

***Up to 5 of your children can be listed on this form.***

**PRINT CHILD’S NAME LEGIBLY:** **SIGNATURE OF PARENT/LEGAL GUARDIAN OF MINOR AND DATE:**

**PRINT CHILD’S NAME LEGIBLY:** **SIGNATURE OF PARENT/LEGAL GUARDIAN OF MINOR AND DATE:**

**PRINT CHILD’S NAME LEGIBLY:** **SIGNATURE OF PARENT/LEGAL GUARDIAN OF MINOR AND DATE:**

**PRINT CHILD’S NAME LEGIBLY:** **SIGNATURE OF PARENT/LEGAL GUARDIAN OF MINOR AND DATE:**

**PRINT CHILD’S NAME LEGIBLY:** **SIGNATURE OF PARENT/LEGAL GUARDIAN OF MINOR AND DATE:**

**EMAIL OR PHONE NUMBER REQUIRED:**

­­­­­­­­­­­­­­­­­