

PLEASE READ CAREFULLY! THIS IS A LEGAL DOCUMENT THAT AFFECTS YOUR LEGAL RIGHTS!

This Release and Waiver of Liability (the "Release") executed on this ___ day of _____, 20___, by _____ (the "Volunteer") for the Master Gardeners of Hamilton County ("MGHC"), a Tennessee nonprofit corporation, its directors, officers, employees, and agents. The Volunteer desires to work as a non-member volunteer for MGHC and engage in the activities related to being a volunteer on approved MGHC Projects ("Activities"). The Volunteer hereby freely, voluntarily, and without duress executes this Release under the following terms:

1. Release and Waiver. Volunteer does hereby release and forever discharge and hold harmless MGHC and its successors and assigns from any and all liability, claims, and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from Volunteer's Activities with MGHC. Volunteer understands that this Release discharges MGHC from any liability or claim that the Volunteer may have against MGHC with respect to any bodily injury, personal injury, illness, death, or property damage that may result from Volunteer's Activities with MGHC, whether caused by the negligence of MGHC or its officers, directors, employees, or agents or otherwise. Volunteer also understands that MGHC does not assume any responsibility for or obligation to provide financial assistance or other assistance, including but not limited to medical, health, or disability insurance in the event of injury or illness.

2. Medical Treatment. Volunteer does hereby release and forever discharge MGHC from any claim whatsoever which arises or may hereafter arise on account of any first aid, treatment, or service rendered in connection with the Volunteer's Activities with MGHC.

3. Assumption of the Risk. The Volunteer understands that the Activities included work that may be hazardous to the Volunteer, including, but not limited to, construction, loading and unloading, and transportation to and from the work sites. Volunteer hereby expressly and specifically assumes the risk of injury or harm in the Activities and releases MGHC from all liability for injury, illness, death, or property damage resulting from the Activities.

4. Insurance. The Volunteer understands that, except as otherwise agreed to by MGHC in writing, MGHC does not carry or maintain health, medical, or disability insurance coverage for any Volunteer. Each Volunteer is expected and encouraged to obtain his or her own medical or health insurance coverage.

5. Photographic Release. Volunteer does hereby grant and convey unto MGHC all right, title, and interest in any and all photographic images and video or audio recordings made by MGHC during the Volunteer's Activities with MGHC, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.

6. Other. Volunteer expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Tennessee, and that this Release shall be governed by and interpreted in accordance with the laws of the State of Tennessee. Volunteer agrees that in the event that any clause or provision of this Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release which shall continue to be enforceable.

IN WITNESS WHEREOF, Volunteer has executed this Release as of the day and year first above written.

Volunteer: _____

Project Leader: _____