

## **General Orchard Volunteer Consent Form**

**INTRODUCTION:** Please read this entire Acknowledgment and Assumption of Risks & Release and Indemnity Agreement (hereafter, “Document”) carefully before working in the Athenian Orchard. All volunteer participants, (hereafter “Participants”) must sign this Document. One of the participant’s parents or legal guardians (collectively referred to in this Document as “parent”) must also sign for non-Athenian student minor volunteers (minors are those under 18 yrs. of age in California; hereafter sometimes “minor” or “child”). “We” refers to the volunteer and his/her/their parent, when applicable. In consideration of the services of the Athenian School, a California non-profit corporation, and its officers, directors, employees (including instructors), agents, representatives, medical advisors and volunteers, (individually and collectively referred to in this Document as the “Athenian School”), in allowing participant to participate, **We acknowledge and agree as follows:**

**ACTIVITIES, RISKS AND ACKNOWLEDGMENT AND ASSUMPTION OF RISKS:** Participating (whether simply attending, observing, assisting with or actively participating) in the Athenian School Orchard activities includes risks. These activities take place on the Athenian School campus and may be led or conducted by Athenian School students, staff, or other volunteers and may include, but are not limited to: (collectively referred to in this Document as “activities”). These activities may be scheduled or unscheduled, supervised, or unsupervised, and include activities undertaken during participant’s free and/or independent time. **I acknowledge that the inherent and other risks, hazards, and dangers** (collectively referred to in this Document as “risks”) **of these activities can cause injury, property damage, death, illness or other loss to participant or others.** The parent of a minor gives permission for their child to participate in all activities and agrees to discuss the nature of these activities and risks with their child.

**The following describes some, but not all, of the inherent risks:**

**Risks present in an outdoor environment.** These risks may include walking in uneven and steep terrain, environmental considerations including rain, lightning, or hot, humid, or cold weather, stinging, venomous, and/or disease carrying animals, insects, or microorganisms; poisonous plants; close and unpredictable contact with wild or domestic animals and other natural or man-made hazards; fire and/or poor air-quality due to smoke or pollution. Hazards may not be marked or visible and weather is always unpredictable.

**Risks involved in judgment and decision making.** Athenian School staff or others, including Participants, must make various judgments and decisions in a variety of environments that are, by their nature, imprecise and subject to error. These risks include the risk that the participant or a co-participant, Athenian School staff member or other person may misjudge the participant’s (or other’s) capabilities, health or physical condition, or misjudge some aspect of travel, instruction, medical treatment, weather, or terrain.

**Personal health and participation risks.** The participant’s mental, physical, or emotional condition (including use or abuse of alcohol or any prescription or non-prescription drugs),

disclosed or undisclosed, known or unknown, combined with participation in these activities includes risks. Athenian School cannot anticipate or eliminate risks or complications posed by participant's mental, physical (including fitness level) or emotional condition.

**Risks associated with any outdoor or athletic activity.** These risks include that a participant may overestimate his or her abilities or fitness; be inattentive; lose control and trip or fall and/or collide with others, the ground, or encounter other hazards; not understand the functioning of (or misuse) the equipment; fail to negotiate steep, uneven or difficult terrain; not control his or her speed or experience equipment malfunction.

**Equipment risks.** These risks include the risk that equipment used in an activity may be misused, or may break, fail, or malfunction. This includes participant's personal equipment, Athenian School equipment or other equipment (whether purchased, borrowed, or rented). Athenian School staff may recommend or require safety gear for some activities. Safety gear may prevent or lessen injuries in some instances; however, use of safety gear is not a guarantee of safety, and injury can occur even with the use of this gear. Work may include the use of tools and equipment (e.g. shovels, hammers, or other tools) that can cause injury resulting from use, misuse, or malfunction.

**Risks regarding conduct.** These risks include the risk that the Participant, or other participants or third parties may act carelessly or recklessly.

**The inherent risks – and any other risks - may result in Participants:** falling partway or to the ground or into the water; being struck by, colliding with or impacting objects, people, vehicles, animals, the rock face or the bottom of a water body; experiencing vehicle collision or rollover, reacting to weather conditions or increased exertion; suffering gastro-intestinal complications or allergic reactions or experiencing other problems. These and other circumstances may cause heat or cold related illnesses or conditions (including hypothermia, hyperthermia, frostbite or heat exhaustion/stroke), dehydration, hyponatremia, drowning, heart or lung complications, broken bones, paralysis or other permanent disability, mental or emotional trauma, concussions, sun or other burns, infections, illnesses (including animal/insect borne or contagious diseases), cuts, wounds or other injury, damage, death or loss.

**We further agree:**

- to accurately complete and sign all required forms, abide by the terms of those documents, and obey all Athenian School rules and other policies, including those contained in the Athenian School Student Parent Handbook (both Upper School and Middle School);
- to disclose any mental, physical or emotional condition/s or limitation/s which might affect participant's ability to participate, and represent that participant is fully capable of participating without causing harm to him/herself or others;
- the information provided above or otherwise is not complete, other unknown or unanticipated activities, risks and outcomes may exist, and the Athenian School cannot

assure participant's safety or eliminate any of these risks; Participants share in the responsibility for their own and the group's well-being;

- **if Participant is borrowing, renting or purchasing new or used equipment from Athenian School, the equipment comes "AS-IS," and Athenian School disclaims all warranties, express or implied (including any conditions of merchantability or fitness for a particular purpose) with regard to the equipment;**
- **Participant is voluntarily participating with knowledge of the risks. Therefore, the participant and parent fully and expressly assume and accept the inherent and other risks (known and unknown, described above or otherwise) of these activities, and the risk of any injury, damage, death, illness or other loss suffered by participant (and parent) resulting from those risks, including the risk of participant's own negligence or other misconduct.**

**In case of medical emergency:** Group Leader(s) (whether from Athenian School staff/others, or representatives of course/trip affiliated entities) are hereby authorized to obtain emergency medical treatment from a physician, medical care facility, hospital, paramedic unit or other health care provider on-site, in transport, or in a medical facility as deemed appropriate by Group Leader(s) in the circumstances. In the event it is impossible to receive instructions for Participant's care, full authorization is given to any licensed physician and/or surgeon, other licensed medical provider, or person certified in medical aid for the provisions of medical treatment including the administration of drugs or medication, and the performance of surgical treatment for the relief of pain and/or the preservation of life and/or health and well being. Participant, and Parent/Guardian, if applicable, understand that this authorization is given in advance of any specific diagnosis or treatment being required and that such authorization is given to provide Group Leader(s) and the Athenian School with the power to secure reasonable medical care under emergency circumstances. Medical costs incurred shall be the responsibility of Participant, and Parent/Guardian, if applicable.

#### **RELEASE & INDEMNITY AGREEMENT:**

**PLEASE READ CAREFULLY. THIS RELEASE AND INDEMNITY AGREEMENT CONTAINS A SURRENDER OF CERTAIN LEGAL RIGHTS. I (adult participant, and parent for myself and if my child is a minor, for and on behalf of my participating minor child) agree:**

**to release and agree not to sue the Athenian School** with respect to any and all claims, liabilities, suits or expenses (including attorneys' fees and costs) (hereafter "claim" or "claim/s"), for any injury, damage, death, illness or other loss in any way connected with my/my child's enrollment or participation in these activities. **I understand I agree here to waive all claim/s I or my child may have against the Athenian School, and agree that neither I, my child, nor anyone acting on my or my child's behalf, will make a claim against the Athenian School as a result of any injury, damage, death, illness or other loss suffered by me or my child;**

**to defend and indemnify** ("indemnify" meaning protect by reimbursement or payment) **the Athenian School**, with respect to any and all claim/s:

1. brought by or on behalf of me, my participating child, spouse or other family member/s for any injury, damage, death, illness or other loss in any way connected with my/my child's enrollment in AWE or participation in these activities; and/or;
2. brought by a co-participant or other person for any injury, damage, death, illness or other loss to the extent caused by my/my child's conduct in the course of participating in the AWE program or these activities.

**This Release and Indemnity Agreement includes claim/s of or resulting from the Athenian School's negligence (but not its gross negligence), and includes claim/s for personal injury (including but not limited to claim/s related to emergency, medical, drug and/or health issues, response, assessment or treatment), property damage, breach of contract or any other claim.**

**OTHER PROVISIONS:**

**I agree:** California substantive law (without regard to its "conflict of laws" rules) governs this Document, any dispute parent or participant have with the Athenian School and all other aspects of our relationship with the Athenian School, contractual or otherwise, and agree that any suit or other proceeding must be filed or entered into only in the U.S. District Court for the Northern District of California (San Francisco Division) or in the Contra Costa County, California Superior Court. I agree to attempt to settle any dispute (not settled by discussion) through mediation before a mutually acceptable California mediator. Athenian School reserves the right to dismiss any participant if a staff member believes, in his/her sole discretion, that participant presents a safety concern or medical risk, is disruptive or otherwise conducts him or herself in a manner detrimental to the activities. If Participant is dismissed or departs for any reason, the Participant and parent are responsible for all costs of this early departure. **This Document is intended to be interpreted and enforced to the fullest extent allowed by law. If any part of this Document is deemed unlawful or unenforceable, it shall not affect the enforceability of the remainder, and those remaining provisions shall continue in full force and effect.**

**Participant and parent each agree: I HAVE CAREFULLY READ, UNDERSTAND AND VOLUNTARILY SIGN THIS DOCUMENT AND ACKNOWLEDGE THAT IT SHALL BE EFFECTIVE AND LEGALLY BINDING UPON ME, MY SPOUSE, PARTICIPATING MINOR CHILD AND OTHER CHILDREN, AND PARTICIPANT'S/PARENT'S OTHER FAMILY MEMBERS, HEIRS, EXECUTORS, REPRESENTATIVES, SUBROGEEES, ASSIGNS AND ESTATE.**