



VOLUNTEER WAIVER & RELEASE

THIS VOLUNTEER WAIVER & RELEASE (“Release”) executed by the undersigned “Volunteer” in favor of the following parties that are individually referred to hereinafter as a “Releasee” and collectively referred to hereinafter as the “Releasees”: Allegheny Mountain Institute (“AMI”) and its directors, officers, employees, volunteers, representatives, and agents.

1. Acknowledgment of Risk. Volunteer desires to engage in activities as a volunteer for AMI, which activities may include, without limitation, growing, harvesting and processing food (the “Activities”). Volunteer represents and warrants that (i) Volunteer is physically capable of safely participating in the Activities, and (ii) Volunteer has no medical disabilities or restrictions that would prevent participation in the Activities. Volunteer acknowledges that there are inherent risks associated with the Activities, including the risks of physical injury, and Volunteer is knowingly and voluntarily assuming all such risks.

2. Waiver and Release. Subject to the limitations set forth herein, Volunteer, on behalf of himself/herself and his/her heirs, hereby **RELEASES AND FOREVER DISCHARGES** the Releasees from and against any and all claims and causes of action for damages and/or personal injuries, whether known or unknown, which Volunteer has at the present or could have in the future against the Releasees which arise or may hereafter arise from the Volunteer’s engagement in the Activities. The foregoing release applies to damages and personal injuries of any kind whatsoever, including without limitation property damage and personal injuries that may result in death, that have been caused in the past or may be caused in the future by any of the Releasees in connection with the Activities. Volunteer further **WAIVES** his/her right to pursue any claim or cause of action released herein, subject to the limitations set forth herein.

3. Medical Treatment. Volunteer authorizes AMI to obtain necessary medical treatment in the event that Volunteer is injured or suffers an illness while participating in the Activities and becomes incapacitated. Volunteer acknowledges and agrees that any claims or causes of action he/she may have as a result of any such treatment is subject to the waiver and release set forth above.

4. Health Insurance. AMI does not provide health insurance. Volunteer is expected and encouraged to obtain his/her own health insurance coverage.

5. Photographic Release. Volunteer acknowledges that he/she/they may be photographed and/or recorded while participating in Activities. Volunteer agrees that any photographs, video recordings, audio recordings, films, and/or other visual depictions of Volunteer’s likeness (collectively “recordings”) may be used by AMI for promoting the AMI programs and activities. Accordingly, Volunteer does hereby grant and convey unto AMI a license to use such recordings for the foregoing purpose.

6. Full Extent of Law / Severability. Volunteer acknowledges and agrees that (i) this Release is intended to be interpreted in favor of the Releasees to the broadest extent permitted by applicable law, and (ii) if any term, clause, provision or section of this Release shall be held illegal or invalid by any court, the illegality or invalidity of such term, clause, provision or section shall not affect the remainder the Release which shall be construed and enforced as if such illegal or invalid term, clause, provision or section had not been contained herein.

7. Governing Law / Jurisdiction / Venue. Volunteer agrees that this Release shall be governed by and subject to the laws and exclusive jurisdiction of the courts of the Commonwealth of Virginia, and that the exclusive venue for any proceeding arising from or related to any claims and/or causes of action that are subject to this Release shall be the Circuit Court of the City of Staunton, Virginia.

8. Voluntary Execution. Volunteer acknowledges the following: (i) that he/she has read this Release; (ii) that he/she understands the terms used in this Release; (iii) that he/she has had the opportunity to investigate this matter and to determine the advisability of executing this Release; (iv) that he/she has executed this Release freely and voluntarily; and (v) that he/she has had the opportunity to consult with an attorney of his/her choosing prior to executing this Release.

9. COVID-19 Attestation. Volunteers attest that he/she/they are not experiencing any symptoms of illness such as a fever, cough, or shortness of breath. Volunteer acknowledges health and safety precautions and agrees to comply with the wearing of a face mask and maintaining a 6 foot distance from others.

10. Survivability. This Release is effective as of the date of Volunteer's signature as shown below and shall expire one year from the date thereof.

This waiver includes a release of all known and unknown claims, as well as potential future claims.