

Marin Organic Farm Visit Waiver for “Art on the Farm”

80 4th Street, Suite 203 • Point Reyes Station, California 94956 • (415) 663-9667 • www.marinorganic.org

Marin Organic (“MO”) is a nonprofit organization whose mission is to cultivate a thriving and sustainable food and agricultural system. As part of this mission, MO organizes farm tours and other activities for individuals and organizations and their employees and associates (collectively, “Participants”). By signing below, I, the Participant (or the Participant’s legal guardian), agree that:

Policies and Safety Rules

For my safety and that of others, I will comply with MO’s directions for all activities. I will supervise any child or other person for whom I am responsible.

Permission

If I am signing on behalf of my child, I grant express permission for my child to participate in the MO activity identified below. I understand that my child may be excluded from participation if he or she does not comply with MO’s safety rules and directions.

Awareness and Assumption of Risk

I understand that MO activities have inherent risks that may arise from the activities themselves, my own actions or inactions, or the actions or inactions of MO, its directors, officers, employees and agents, other participants, and others present at MO program sites. These risks may arise from: risks inherent in MO programs, including using tools, eating raw foods, playing in mud; and from dangers and conditions inherent to farm property and other program sites, including snakes and other animals, bees, poison oak, uneven terrain, allergens, and weather. They may also include physical exertion, including hiking and walking; and travel to and from program sites. **I assume full responsibility for any and all risks of bodily injury, death or property damage caused by or arising directly or indirectly from my presence at MO program sites or participation in MO activities, regardless of the cause.**

Waiver and Release of Claims

In consideration for my participation in MO programs, **I waive and release any and all claims against: MO; the owner(s) of premises on which MO programs take place (collectively, “Landowners”); and MO’s and Landowners’ directors, officers, agents, employees, volunteers and affiliates (collectively, the “Released Parties”), for any liability, loss, damages, claims, expenses and attorneys’ fees resulting from death, or injury to my person or property, caused by or arising directly or indirectly from my presence at a MO program site or participation in MO activities, regardless of the cause and even if caused by negligence, whether passive or active. I agree not to sue any of the Released Parties on the basis of**

these waived and released claims. I waive the protections of Section 1542 of the California Civil Code, which provides that a general release does not extend to certain claims not known to me at the time I signed this waiver and release.

Indemnification

I will defend, indemnify and hold the Released Parties harmless from and against any and all liability, loss, damages, claims and attorney’s fees that may be suffered by any Released Party resulting directly or indirectly from my MO activities or presence at MO program sites, except and only to the extent the liability is caused by the gross negligence or willful misconduct of the relevant Released Party.]

Medical Care Consent and Waiver

I waive and release any claims against the Released Parties arising out of any first aid, treatment or medical service, including the lack or timing of such, made in connection with my activities with MO.

Publicity

I consent to the use by MO of my image, voice, name and/or story in any format, including video, print, or electronic (together, “Materials”), as MO may deem appropriate to promote its programs. MO may make the Materials available at its discretion to third parties, on MO’s website, in MO’s publications, or through any other media, including social networking websites. I waive any right to inspect or approve the finished product or to receive any payment. I grant to MO all copyrights in the Materials and waive any legal claims, including those relating to copyright, or rights of publicity or privacy.

If you do not wish to agree to this consent, please check this box:

General Provisions

This is the entire agreement between me and Marin Organic and supersedes all prior or contemporaneous communications or understandings, either oral or written. This agreement will be binding to the fullest extent permitted by law. If any provision of this agreement is found to be illegal, invalid or unenforceable, the remaining terms will be effective.

I have read this agreement and understand its terms and that I am giving up certain legal rights by signing it. I sign it freely and voluntarily. **As a visiting artist, I agree to pack-out all my trash and never dump paints or solvents on the land.**

Plein Air Painting, Photography or Art	Art on the Farm	on-going
Activity Name	Organization/School	Date
Participant Name	Participant Signature (if over 18)	Date
Parent’s/Guardian’s Name (if under 18)	Parent’s/Guardian’s Signature	Date