



2022 Volunteer Program Participant Risk, Release, and Medical Authorization (to be reviewed by a legal guardian of the volunteer if they are under the age of 18)

I, the undersigned as the legal guardian for the volunteer under the age of 18, understand and agree to the following as my child/ward volunteers for Growing Gardens of Boulder County:

***Allergies to Sunscreen**

I understand that sunscreen is recommended for my child/ward during outdoor activities. If I fail to provide my child/ward with his/her own sunscreen, Growing Gardens has my permission to provide a 30 SPF Hypo- Allergenic brand of sunscreen to him/her.

***Permission for Participation and Medical Release**

I give my permission for my child/ward to participate in the Volunteer Program and all activities included herein. I hereby consent to and permit emergency treatment for my child/ward in case of injury or illness while participating in the Volunteer Program.

***Media Release**

I give permission to have my child/ward's image used for publicity purposes (website, pamphlets, brochures, videos, etc.) related to Growing Gardens and/or the Volunteer Program. (IF YOU DO NOT AGREE TO THIS, PLEASE LET A GROWING GARDENS STAFF MEMBER KNOW PRIOR TO STARTING YOUR VOLUNTEER PROJECT AND GROWING GARDENS WILL NOT TAKE ANY PHOTOS OF YOUR CHILD/WARD.)

-COVID-19

I acknowledge that regardless of any steps taken by Growing Gardens to reduce the risks associated with the COVID-19 pandemic, I am fully aware that there are a number of risks associated with my participating at Growing Gardens during the COVID-19 pandemic, including without limitation, being exposed to and contracting COVID-19 from other individuals, surfaces and/or airborne particles. I understand that my contracting of COVID-19 could result in serious medical symptoms requiring medical treatment in a hospital or even death. On behalf of myself and my heirs, successors, and assigns, I knowingly and freely, assume all such risks, both known and unknown, relating to my participating at Growing Garden facility arising from or relating to COVID-19, including all illnesses, injuries, damages or death arising therefrom, and I hereby forever release, waive, relinquish, and discharge Growing Gardens, along with Growing Garden's shareholders, officers, directors,

members, managers, officials, partners, trustees, agents, contractors, employees, affiliates, or other representatives, and their successors and assigns (collectively, the "Facility Representatives") from any and all claims, demands, liabilities, rights, damages, expenses, and cause of action of whatever kind or nature, and other losses of any kind, whether known or unknown, foreseen or unforeseen, (collectively, "Damages") arising from or relating to COVID-19 as a result of my child/ward's care at Growing Gardens, and including but not limited to claims based on the alleged negligence of any Growing Gardens Representative or any other person. I further promise not to sue Growing Gardens or any Growing Gardens Representative for any illness, injury, death or other Damages arising out of or related to COVID-19 and agree to indemnify and hold them harmless from any and all Damages resulting therefrom as a result of my participation at Growing Gardens.

ACKNOWLEDGEMENT OF RISK AND RELEASE OF ALL CLAIMS

Please read this form carefully and be aware that in registering your child or ward for participation in the Volunteer Program, you will be waiving and releasing all claims for injuries your minor child/ward might sustain as a result of participating in program activities.

Under Colorado law there is no liability for the death of or injury to a participant in an agricultural recreation or agro-tourism activity resulting from the inherent risks of the agricultural recreation or agro-tourism activities, pursuant to section 13-21-121, Colorado Revised Statutes.

As a parent/guardian of a participant in this program, I recognize and acknowledge that there may be certain risks associated with my child/ward's participation, such as physical injury and/or property damage or loss.

I agree to waive and relinquish all claims my minor child/ward may have as a result of participating in the Volunteer Program against Growing Gardens and their officers, agents, servants, and employees.

I acknowledge that my child/ward acts only as a civilian volunteer and does not function as an employee, agent or representative of Growing Gardens of Boulder County.

I further agree to indemnify and hold harmless and defend Growing Gardens and their officers, agents, servants, and employees from any and all claims by other parties resulting from injuries, damages, and losses caused by minor child/ward arising out of, or any way associated with the activities of this program.

In the event of any emergency, I authorize Growing Gardens officers, agents, servants, and employees trained in CPR/First Aid and medication administration to perform CPR/First Aid and/or administer medication as needed and/or secure from any licensed hospital, physical, and/or medical personnel any treatment deemed

necessary for any minor child/ward's immediate care and agree that I will be responsible for payment of any medical services rendered.

I have read and fully understand the above Acknowledgement of Risk and Release of all Claims, and agree that it shall not be modified orally.