

VOLUNTEER AGREEMENT AND RELEASE

By signing below, I hereby agree and acknowledge that I have made the informed decision to act as an uncompensated volunteer of Urban Farming, a Michigan nonprofit Corporation (hereinafter referred to as "UF" for the purposes of this "Agreement"), whose purposes are to organize and develop community gardens on vacant lots and other similar locations in urban areas throughout the United States, educate the public about subjects useful to individuals and beneficial to the public, and provide relief to the poor, distressed and underprivileged (the "Purposes"). Further, by signing below, I hereby expressly warrant and represent that I have been made aware of and agree to and acknowledge each of the following:

1. I am over eighteen (18) years of age or I have obtained the written consent to execute this Agreement (as evidenced by my legal guardian's signature below, which I warrant and represent is true and correct).
2. I freely and knowingly agree to volunteer my time to assist and provide volunteer services in connection with UF's programs and/or activities, which are more specifically described as organizing and developing community gardens on vacant lots and other similar locations in urban areas throughout the United States for charitable purposes (hereinafter such volunteer services shall be collectively referred to as "Services"). I hereby expressly acknowledge, agree, warrant and represent that I am acting as a volunteer and not in the capacity of an employee, agent, independent contractor or similar capacity of UF or any other person or entity, including but not limited to individuals and/or entities related to UF. I acknowledge, agree, warrant and represent that I will not be compensated in any way by UF for the Services and that I do not expect to receive compensation of any kind from any source, including but not limited to UF, for such Services. Further, I acknowledge, agree, warrant and represent that UF has not promised, nor otherwise implied, that I will receive any compensation, either in cash or in kind, for the Services. Accordingly, I have no expectation whatsoever for any compensation from UF or any other third party in exchange for my Services.
3. I hereby grant to UF, UF's affiliates, UF and each of their directors, officers, employees and agents, successors, licensees and assigns, the worldwide, perpetual and irrevocable right to: (i) photograph and/or videotape me and/or to record my voice, and to use said photography, video, sound recording and/or other likeness (the "Images"), in the production, distribution, promotion, advertisement and exploitation of the Purposes; and (ii) to use such Images in connection with the production, distribution, promotion, advertisement and exploitation of the Purposes.
4. In connection with this Agreement and in addition to those other rights contained herein, I hereby agree and consent that UF shall have the right to edit the Images as UF sees fit and in its sole and unfettered discretion and that UF shall have all right, title and interest in any and all results from the use of the Images. The rights herein granted to UF shall include, but are not limited to, the right to use the Images to such extent and in such manner, in and in connection with said Purposes, as UF in its sole and complete discretion may determine, and the right to distribute, exhibit and otherwise exploit the Images, including but not limited to said photography, audiovisual and/or sound recordings, by any method and in any manner, including theatrically, non-theatrically, and by free television, public television, cable television, videocassette, DVD, or otherwise.
5. I hereby acknowledge, agree, warrant and represent that I will abide by all laws, rules, regulations and procedures of state and federal law while carrying out activities in furtherance of the Services. I further agree to act courteously at all times to any and all individuals with whom I have contact, including but not limited to those individuals benefiting from UF's programs, as well as other volunteers, and to account for all money, books, records, goods or other property entrusted to me by UF. Further, I hereby warrant and represent that, in performing the Services, I will not disparage or otherwise damage the reputation or good will of UF, or any related organization with which UF may work to accomplish its charitable purposes, and will abide by the rules, regulations, procedures and standards of conduct of UF.

6. I hereby acknowledge, warrant and represent my understanding that I may be working with children in the performance of the Services and that working with children requires the utmost care and that UF has an interest in protecting the children served by their programs. I acknowledge, warrant and represent that I have never been accused of or convicted of any crime in any country or jurisdiction, including but not limited to crimes involving children. I further acknowledge, warrant and represent that I am fit and fully capable of performing the Services and will perform the Services to the best of my ability. I hereby authorize UF to conduct an investigation, in its sole and unfettered discretion, of my background to ensure the accuracy of my personal information and fitness to perform the Services, including but not limited to the verification of my warranties and representations as contained herein. I further agree to perform such further acts as necessary to assist UF in the performance of said checks and verifications, including but not limited to providing my fingerprints and/or executing certain documents to evidence my authorization of the release of certain information from third parties to UF.
7. I hereby release UF, and UF's officers, directors, agents and employees, from any and all liabilities, claims, damages, costs and/or responsibility associated with my performance of the Services, including but not limited to those resulting from personal injury or property damage which I may suffer while I am performing the Services, including but not limited to injury or damage caused by my intentional acts, negligence (gross or otherwise), or willful or wanton conduct and/or the intentional acts, negligence (gross or otherwise), or willful or wanton conduct of third parties.
8. I hereby release UF from any and all claims, liabilities, damages and/or costs arising out of UF's use of the Images, or other likeness of me.
9. I agree and acknowledge that UF shall have no responsibility or liability whatsoever for any of my acts, omissions or failures to act in rendering the Services, including but not limited to my negligence, intentional acts, gross negligence, or willful or wanton conduct. Further, I hereby agree to indemnify and release UF and its officers, directors, agents and employees from any and all liabilities, claims, damages, costs (including but not limited to attorney's fees) resulting from any of my acts, omissions or failures to act in rendering the Services, including but not limited to my negligence, intentional acts, gross negligence, or willful or wanton conduct.
10. I agree that at any time UF and/or any third party organization with which UF and/or I am working to perform the Services, may revoke the permission granted to me to perform the Services and may request that I leave the premises at which I am performing the Services. Upon such request, I hereby agree that I shall immediately leave the premises and shall return any and all money, books, records, goods, tools or other property entrusted to me by UF.
11. I hereby agree and acknowledge that the validity, interpretation and enforcement of this document and any dispute arising out of my performance of the Services, whether in contract, tort, equity, or otherwise, will be governed by the laws of the state of California. Further, I hereby acknowledge and consent that any action or proceeding resulting from my performance of the Services shall be commenced in the Federal or State courts located in the State of California and I hereby irrevocably waive the defense of an inconvenient forum to the maintenance of any such suit, action or proceeding.
12. I hereby agree that if any provision of this document, or any portion thereof, is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of this document shall nevertheless remain in full force and effect, and such provision shall be deemed deleted from this Agreement and replaced by a valid and enforceable provision which so far as possible achieves the parties' intent in agreeing to the original provision.
13. I hereby agree that this Agreement may be executed in any number of counterparts and by facsimile transmission or any other form of electronic or digital signature, each of which shall be deemed an

original, but all of which when taken together shall constitute one and the same instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon provided such signature page is attached to any other counterpart identical thereto except having additional signature pages executed by other parties to this Agreement attached hereto.

14. I hereby agree that this Agreement constitutes the sole understanding of the parties about this subject matter and may not be amended or modified except in writing signed by each of the parties to this Agreement.

I have been given a copy of this document for my personal records and this information was provided to me in a language I can read and understand. By signing below, I hereby acknowledge that I have read and understood the above disclosures and representations and agree to and acknowledge the information provided herein.

(Print Name)

(Date)

(Signature)

(Address)

(City, State, Zip)

(Phone Number)

I, _____, am the legal guardian of the above-signed individual, _____ . I hereby expressly agree to and ratify those warranties and representations made in this Agreement by _____. Further, I hereby agree to indemnify UF against any claims, liabilities, damages and/or costs arising from the breach of any representation or agreement made by _____ herein.

(Parent or Guardian, if 18 or under)

(Date)

(Address)

(City, State, Zip)

(Phone)

ACCEPTED BY:

Urban Farming ("UF")

By _____

(Date)