

**SANTA YNEZ VALLEY BOTANIC GARDEN VOLUNTEER AGREEMENT
ASSUMPTION OF RISK, INDEMNIFICATION, AND RELEASE OF LIABILITY**

Participant's Information

Name

Address/Email

Daytime Phone

Emergency Contact Information

Any Additional Information the Garden should be made aware of?

TERMS AND CONDITIONS

In consideration for being permitted to participate as a Volunteer in the Santa Ynez Valley Botanic Garden ("the Event"), the undersigned, for myself, my heirs, administrators, executors, and assigns, ("collectively "Undersigned") agrees as follows.

The Undersigned fully understands that participation in the Event exposes me to the risk of illness, personal injury, death, communicable diseases, illnesses, viruses, or property damage. I hereby acknowledge that I am voluntarily participating in this Event and agree to assume any such risks.

The Undersigned hereby agrees to indemnify, defend, and hold harmless the Santa Ynez Valley Botanic Garden Foundation, Inc., the City of Buellton, and their respective directors, officers, employees, agents, and volunteers ("the Garden"), from any and all claims, demands actions or suits arising out of or in connection with my participation in the Event.

The Undersigned hereby releases, discharges, and agrees not to sue the Santa Ynez Botanic Garden Foundation, Inc., the City of Buellton, and their respective directors, officers, employees, agents, and volunteers ("the Garden"), for any injury, death or damage to or loss of personal property, arising out of, in connection with, participation of the Undersigned in the Event from whatever cause, including, but not limited to, the active or passive negligence of the Garden, third parties, or any other participants in the Event, the Undersigned's travel to or from the Event, and any exercises of authority by the Garden in obtaining any medical diagnoses or treatment on behalf of the Undersigned ("Claims"). This agreement shall not release any party from any act or omission of "gross negligence," as that term is used in applicable case law and/or statutory provision.

THE UNDERSIGNED HAS CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTANDS ITS CONTENTS. THE UNDERSIGNED IS AWARE THAT IT IS A FULL RELEASE OF ALL LIABILITY AND SIGNS IT BY THEIR OWN FREE WILL.

DATED: _____

SIGNATURE: _____

PRINTED NAME: _____