

COMMON GROUND COLLECTIVE

VOLUNTEER RELEASE AND WAIVER OF LIABILITY

I, _____ (“Volunteer”) wish to provide volunteer services for Common Ground Collective (“CGC”). In exchange for the right to participate in volunteer opportunities with CGC as they become available, I hereby agree to the following terms:

- 1. Scope of Relationship.** I understand that as a volunteer, I will not receive any compensation for my time and energy, nor will I be entitled to any benefits typically reserved for employees. I understand and acknowledge that all references to CGC in this agreement includes employees, agents, officers, directors, and subsidiaries of Common Ground Collective, as applicable.
- 2. Volunteer Responsibilities.** For my safety and the safety of others, I agree to follow all verbal and written instructions provided by CGC while engaged in volunteer activities. I further agree that I am responsible for the proper use and care of any tools or other property given to me for use during volunteer activities, and that I will be liable for the replacement cost of any such property that I damage, destroy or lose. I understand that I may be prohibited from participating in volunteer activities with CGC if CGC determines, in its sole discretion, that my participation may present a risk of injury to myself, others, or the property of others. I acknowledge and agree that I am fully and solely responsible for any property and personal belongings that I bring with me to any volunteer activities.
- 3. Release and Waiver.** On behalf of myself, my heirs and my personal representatives, I hereby release and forever discharge and hold harmless CGC and its successors and assigns from any and all liability, claims and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from my participation in volunteer activities with CGC. I UNDERSTAND THAT THIS RELEASE DISCHARGES CGC FROM ANY LIABILITY WITH RESPECT TO BODILY INJURY, PERSONAL INJURY, ILLNESS, DEATH, OR PROPERTY DAMAGE, WHETHER CAUSED BY THE NEGLIGENCE OF CGC OR OTHERWISE.
- 4. Assumption of Risk.** I understand that participation in volunteer activities with CGC may involve certain risks, including but not limited to property damage, serious injury, illness, and death. I understand that volunteer activities may not be supervised. I VOLUNTARILY AND FREELY ASSUME ALL RISKS AND DANGERS THAT I MAY ENCOUNTER DURING MY PARTICIPATION AS A VOLUNTEER, INCLUDING THE RISK OF INJURY, DEATH, OR PROPERTY DAMAGE, EVEN IF CAUSED BY THE NEGLIGENCE OF CGC. I acknowledge that CGC makes no representation as to the condition of its premises or the safety of any volunteer activities or tools used in such activities. I accept and shall use such premises and tools in its “AS IS” condition.
- 5. Medical Treatment Release.** In the event that I appear to be experiencing an emergency medical event, I consent to the application of medical treatment or service. I hereby release and forever discharge Company from any claim whatsoever which arises or may hereafter

arise on account of any medical treatment or services, including first-aid or similar services, rendered in connection with my volunteer activities with CGC.

6. **No Insurance.** I understand that Company does not provide medical, health, or disability benefits or insurance, nor does Company provide any financial or other assistance, in the event of injury or illness.
7. **Indemnification.** I agree to indemnify, defend, and hold harmless CGC for all claims, accusations, notices, judgments, rulings, liabilities or expenses arising directly or indirectly out of my actions, inactions, errors, acts, or omissions as a volunteer.
8. **Miscellaneous.** I understand that this document is a contract which grants certain rights to, and eliminates the liability of, CGC. The covenants contained in this agreement shall survive termination of this agreement. This agreement shall be governed by the laws of the State of Hawai'i. This agreement is intended to be as broad and inclusive as permitted by law. In the event any provision of this agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such provision shall not otherwise affect the remaining provisions of this agreement, which shall continue to be enforceable.

By signing below, I express my intent to enter into this Release and Waiver of Liability, and I do so willingly and voluntarily. I understand that by signing this form, I am giving up legal rights and remedies.

Signature of Volunteer

Date

For Parents/Guardians of Volunteers Under 18

I, _____, am the parent or guardian of the Volunteer whose name appears above. I hereby consent to my child's participation in volunteer activities with CGC. I have read and hereby acknowledge the terms and conditions set forth above. On behalf of myself, my heirs and my personal representatives, I hereby release and forever discharge and hold harmless CGC and its successors and assigns from any and all liability, claims and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from my child's participation in volunteer activities with CGC. I UNDERSTAND THAT THIS RELEASE DISCHARGES CGC FROM ANY LIABILITY WITH RESPECT TO BODILY INJURY, PERSONAL INJURY, ILLNESS, DEATH, OR PROPERTY DAMAGE, WHETHER CAUSED BY THE NEGLIGENCE OF CGC OR OTHERWISE. I agree, for myself and all my heirs, not to sue CGC or initiate or assist in the prosecution of any claim for damages or cause of action against CGC which I, my heirs, or my child may have as a result of any personal injury, death or property damage that my child may sustain while participating in volunteer activities with CGC.

Signature of Parent/Guardian

Date