



Full Assumption of Risk and Release of Liability Form Related to Volunteer Activities

READ CAREFULLY BEFORE SIGNING. THIS FULL RELEASE IS AN ENFORCEABLE CONTRACT BETWEEN YOU AND ECOGENERATION, AN OREGON NONPROFIT CORPORATION WITH 501(c)(3) TAX-EXEMPT STATUS. THIS FULL RELEASE INCLUDES A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS. THIS FULL RELEASE COVERS ALL VOLUNTEER WORK AND ACTIVITIES OF ANY SORT CONNECTED WITH ECOGENERATION (“ACTIVITIES”) YOU PARTICIPATE IN DURING THE YEAR IN WHICH YOU SIGN THIS RELEASE.

By signing this form, you acknowledge that you wish to contribute your services to EcoGeneration and that you are freely volunteering to provide those services without compensation. In return for EcoGeneration allowing you to volunteer your services, which you agree is adequate consideration for this Full Release, you, the undersigned person, hereby agree as follows:

I. THE FOLLOWING ENTITIES AND PERSONS ARE COVERED BY THIS FULL RELEASE. The organizations and persons covered by this Agreement are EcoGeneration, EcoGeneration’s directors, officers, members, staff, employees, volunteers, agents, and representatives, and any others who participate in the Activities, or who volunteer for, or perform work for EcoGeneration, and any real property owner of record, or persons or entities lawfully in possession of real property, when any Activities occur on real property owned or possessed by any third party to this Full Release (the “Released Parties”).

II. POTENTIAL RISKS. Volunteering in EcoGeneration’s Activities involves risks. It is not possible to compile a complete listing of the risks. However, they include the possibility that you may suffer serious, even fatal, injury or illness. You understand that you may come into contact with, and interact with, a variety of materials and equipment, and that such work entails risk of personal injury or property damage due to proximity to dangerous equipment, dangerous substances and materials, groups of people, and other related activities. These risks include, but are not limited to: risks inherent in sorting garbage and/or recycling such as coming into contact with razor blades, knives, pliers, jagged metal or other sharp edged materials, rusted metal or other materials which have been exposed to the elements, tetanus or other bacterial or viral disease or illness associated with cuts, laceration, or contact with the skin; risks inherent in coming into contact with unknown materials such as lead, mercury, or other hazardous substances; risks inherent in lifting and handling heavy objects such as injuries arising from lifting heavy objects or dropping heavy objects on a body part; risks inherent in attending gatherings of people including but not limited to illness such as COVID-19; negligence of other volunteers or participants; and negligence on the part of the Released Parties. The foregoing is not intended to be an exhaustive list of all possible risks you may encounter while engaging in the Activities, and as such, You expressly acknowledge and agree that you will engage in the Activities based on your own evaluation of the risks inherent in the Activities.

III. YOU ASSUME ALL RISKS. You acknowledge that you voluntarily, knowingly, and freely assume, and take full responsibility for all risks, known and unknown, related to your participation in Activities, and you further acknowledge that you are entirely responsible for deciding whether to participate in any Activities with EcoGeneration and for deciding in which Activities you can safely participate.

IV. YOU RELEASE ALL CLAIMS AGAINST THE RELEASED PARTIES. You hereby agree for yourself and for your heirs, relatives, representatives, estate, agents, and assigns, that you will not hold the Released Parties liable, and that you waive and release any claims, demands, or actions against them, for any damages to, or loss of, property, or for injury or death to yourself or others which results from or arises in connection with any of the Activities

including as a result of negligence by the Released Parties other than that which results from gross negligence, wanton or willful misconduct, or reckless or intentional conduct. You understand that this waiver includes a waiver of liability for acts of negligence. In addition, you agree to indemnify the Released Parties for any claims made against them, on your behalf or otherwise, as a result of any damage to, or loss of, property or as a result of injury or death resulting from or arising in connection with the Activities including as a result of negligence by the Released Parties other than that which occurs as a result of gross negligence, wanton or willful misconduct, or reckless or intentional conduct. In addition, the Released Parties shall not be liable for any injury or loss that occurs while traveling to or from Activities, or from place to place during Activities, whether by your vehicle, or another participant's or volunteer's vehicle, including as a result of negligence by a Released Party other than that which results from gross negligence, wanton or willful misconduct, or reckless or intentional conduct.

V. SEVERABILITY. If any provision of this Full Release, or the application of a provision to any person or circumstance, is held invalid, the remainder of this Full Release, or the application of that provision to other persons or circumstances, must not be affected thereby.

VI. GOVERNING LAW. This Full Release shall be interpreted according to the laws of the State of Oregon, and the parties consent to the personal jurisdiction of the Lane County Circuit Court. Nothing in this article shall preclude the parties from attempting to resolve conflicts through mediation or arbitration.

VII. IF YOU ARE A PARENT OR LEGAL GUARDIAN OF ANY PARTICIPANT OR VOLUNTEER WHO IS YOUNGER THAN EIGHTEEN (18) ("CHILD"), YOU ASSUME ALL RISKS AND RELEASE ALL CLAIMS ON BEHALF OF YOUR CHILD. If you are the parent or legal guardian of a Child, YOU ASSUME ALL RISKS AND RELEASE ALL CLAIMS on behalf of your Child and your Child's heirs, assigns, personal representatives, and next of kin in the same way and to the same extent as you do for yourself in this Full Release. Further, wherever the terms "I," "me," "my," "myself," "you," or "your," are used in this Full Release, those terms shall be interpreted to cover the Child participant or volunteer for whom you are signing.

THIS FULL RELEASE IS INTENDED TO PROTECT THE RELEASED PARTIES FROM LIABILITY FOR INJURIES TO YOU AND YOUR PROPERTY TO THE MAXIMUM EXTENT ALLOWED BY OREGON LAW.

The undersigned has read this Full Release and understands its terms. This Full Release is executed freely and voluntarily, with full understanding that the undersigned is giving up substantial legal rights.

Print Full Name: _____
Signature: _____ Date: _____

Parent/Legal Guardian (in addition to signature of Participant above, if above signed is a minor):

I have read and I understand this Full Release, and I am signing it voluntarily.
I am the parent or legal guardian of:

Print Full Name of Minor: _____
Print Full Name of Parent/Guardian: _____
Signature of Parent/Guardian: _____ Date: _____