

Release and Waiver of Liability and Indemnity Agreement: Minors

This Document Affects Your Legal Rights. Read It Carefully Before Signing.

Event: San Francisco Green Festival, November 12-13th, 2011 (including set up Nov 10-11th, 2011)

Additional parties: San Francisco Concourse & Exhibition Center and Green Festivals

I am the guardian of a minor (hereafter "Participant") who wishes to be a volunteer for the Green Festival event occurring on the dates listed above (hereafter "Event"). In consideration for the Participant being allowed to volunteer for the Event, I understand and agree to the following:

- (1) **DEFINITION OF GREEN FESTIVAL.** I/WE understand that, for the purpose of this Agreement, all references to "Green Festival" includes Global Exchange, Green America, Green Festival Staff, Green Festival Exhibitors, Green Festival Vendors, Green Festival Sponsors, Green Festival event volunteers, and any additional parties listed above, and any other sponsors/providers and their employees, agents, volunteers and contractors.
- (2) **RECOGNITION OF VOLUNTEER STATUS.** I/WE agree to participate as a volunteer for the Event according to the rules and instructions of Green Festival.
- (3) **RESPONSIBILITY FOR ACTIONS.** I/WE understand and agree that Green Festival shall not be liable for any loss, damage or injury resulting from any acts on my part of active or passive negligence.
- (4) **RECOGNITION OF RISK.** I/WE recognize that there is an element of risk in volunteering at any large public event, including but not limited to risk of accidents, property loss or damage, serious injury, disability, or death. I/WE acknowledge this list is not inclusive of all possible risks associated with the Event and that the list in no way limits the extent or reach of this Waiver. I/WE also understand that the time with Green Festival may include activities that may be hazardous to the Participant including, but not limited to, construction activities, loading and unloading of heavy equipment and materials, and local transportation to and from work sites. Knowing of the possible risks involved, I/WE certify that the Participant is fully capable of participating as a volunteer in the Event and is in good health and has no physical limitations that would preclude participating in the Event.
- (5) **ASSUMPTION OF RISK AND WAIVER OF LIABILITY.** I/WE agree that my volunteer participation in the Event is voluntary. I/WE personally assume all risks in connection with the Event and I/WE hereby expressly forever release Green Festival from any claims, demands, injuries, damages, actions or causes of action whatsoever for any acts of active or passive negligence on the part of Green Festival or the site where the Event is occurring.
- (6) **INSURANCE.** I/WE understand that I/WE expressly waive any such claim for compensation or liability on the part of Green Festival beyond what may be offered freely by the representative of Green Festival in the event of such injury or medical expense.

- (7) MEDICAL TREATMENT. I/WE hereby release and forever discharge Green Festival from any claim whatsoever which arises or may hereafter arise on account of any first-aid treatment or other medical services rendered in connection with an emergency during the Participant's time with Green Festival.
- (8) BINDING AGREEMENT. I/WE understand this is a binding agreement that supersedes any other agreements or representations and is intended to provide a comprehensive waiver and release of liability. If any part of this Agreement is deemed unenforceable, all other parts shall be given full force and effect.
- (9) PHOTO PERMISSION. I/WE further give my permission to Green Festival to use photographs taken of the Participant on this Event for their promotional purposes without any cash considerations or payment.

On behalf of the participant and individual, the undersigned partner(s) and/or legal guardian(s) for the minor Participant executes this Waiver and Release.

I have read this release and waiver of liability, assumption of risk and indemnity agreement, fully understand its terms, understand that I have given up substantial rights by signing it, and have signed it freely and voluntarily without any inducement, assurance, or guarantee being made to me and intend my signature to be complete and unconditional release of all liability to the greatest extent allowed by law.

Printed Name of Participant (Volunteer)

Signature of Parent/Guardian

(Print your name)

Date

Printed Name of Participant (Volunteer)

Signature of Parent/Guardian

(Print your name)

Date