



RELEASE AND INDEMNITY

This Release and Indemnity (the “Release”) is given and executed by me, the undersigned person, to and for the benefit of Cul2vate, a Tennessee nonprofit corporation, and each of its directors, officers, employees and agents (all of the foregoing, including Cul2vate, being referred to collectively as the “Cul2vate Group”). I desire to provide volunteer services and/or other services for Cul2vate and may engage in activities related to serving as a volunteer for Cul2vate. (As used herein, “services” shall include my travel to and from Cul2vate projects and locations.)

I understand that: the scope of my relationship with Cul2vate is limited to a volunteer position; no compensation is expected by me in return for services provided by me; Cul2vate will not provide any benefits traditionally associated with employment to me; I am responsible for my own insurance coverage in the event of injury, illness or death arising from my services to Cul2vate; and I must sign this Release, as a condition of my being allowed to provide such services to Cul2vate.

1. Waiver and Release: I hereby release, indemnify and hold harmless Cul2vate Group, its successors, heirs and assigns, from any and all liability, damages, claims and demands of whatever kind or nature, in law or in equity, which arise or may hereafter arise from the services I provide to Cul2vate. I understand and acknowledge that this Release discharges Cul2vate Group from any liability or claim that I may have against Cul2vate Group with respect to bodily injury, personal injury, illness, death, or property damage arising from the services I provide to Cul2vate or occurring while I am providing volunteer services.

2. Insurance: I understand that Cul2vate does not assume any responsibility for, or obligation to provide me with, financial or other assistance, including but not limited to medical, health or disability benefits or insurance of any nature in the event I suffer any injury, illness, death or damage to my property. I expressly waive and release any such claim for compensation or liability beyond what may be offered freely by Cul2vate in the event of such injury, illness, death or medical expenses incurred by me.

3. Medical Treatment: I hereby release, indemnify and hold Cul2vate Group harmless from any liability or claim whatsoever that arises or may hereafter arise on account of

any first-aid treatment or other medical services rendered to me, arising from any services (including as a volunteer) I provide to Cul2vate.

4. Assumption of Risk: I understand that the services I provide to Cul2vate may include activities that may be hazardous to me including, construction and field work. In providing services to Cul2vate and/or serving as a volunteer, I hereby expressly assume the risk of injury, illness, death or harm from these activities and release, indemnify and hold harmless Cul2vate Group from all liability for injury, illness, death or property damage resulting from the services I provide and/or occurring while I am serving as a volunteer.

5. Photographic Release: I grant to Cul2vate all right, title and interest in any and all photographs, images, videos, or audio recordings of me, my likeness or my voice, made by Cul2vate in connection with my providing services (including as a volunteer) to Cul2vate; and I grant Cul2vate the right to use such items reflecting me, my likeness or my voice in materials as it sees fit.

6. Other: In providing services to Cul2vate and/or as volunteering for it, I expressly agree that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Tennessee and that this Release shall be governed by and interpreted in accordance with the laws of the State of Tennessee. I agree that in the event that any clause or provision of this Release is deemed invalid or unenforceable, the validity and enforceability of the remaining provisions shall not be affected but shall continue in full force and effect. I may not revoke this Release once I sign it and give it to Cul2vate.

By signing below, I acknowledge that I have read this Release, understand it, and enter into it willingly and voluntarily.

Signature

Date

Print Name: _____

Phone Number: _____

Email address: _____