

## RELEASE AND INDEMNITY AGREEMENT (Volunteer)

This Release and Indemnity Agreement (the "Release") is made effective on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by \_\_\_\_\_ (the "Volunteer") in favor of Farm Rescue, a North Dakota nonprofit corporation.

WHEREAS, Farm Rescue provides planting, haying or harvesting assistance to farm families who have experienced a major illness, injury or natural disaster;

WHEREAS, the Volunteer desires to act as a volunteer of Farm Rescue, starting the 20\_\_\_\_ farming season, and future unless otherwise notified; and

WHEREAS, Volunteer understands and acknowledges that such volunteer activities for Farm Rescue will include, but not be limited to, the kind of activities normally associated with farming operations including planting, haying, harvesting and the operation and maintenance of farm implements and equipment.

NOW, THEREFORE, in consideration of the undersigned's desire to provide volunteer services for Farm Rescue, the Volunteer agrees to the following:

1. **WAIVER AND RELEASE; INDEMNIFICATION:** Volunteer hereby voluntarily releases, forever discharges and holds harmless Farm Rescue and all of its directors, officers, employees, volunteers, donors, agents, representatives, affiliates or similar persons (collectively "Farm Rescue Releasees") from and against any and all liabilities, claims, demands, damages, actions and causes of action whatsoever, whether now or hereafter existing, arising from or related to Volunteer's activities for Farm Rescue including, but not limited to, any loss, damage or injury, including personal injury, illness, death or dismemberment, that may be sustained by any individual or any property. The Volunteer further agrees to indemnify the Farm Rescue Releasees from and against all claims, demands and liabilities, loss or damage that may be suffered, whether for injuries to persons or loss of life or damage to property, including attorneys' fees and costs incurred arising out of said volunteer activities for Farm Rescue.

2. **ASSUMPTION OF RISK.** The Volunteer understands that the volunteer services provided for Farm Rescue may include hazardous and inherently dangerous activities including, but not limited to, the operation of farm implements and equipment used to plant, hay, spray and harvest crops, the handling and use of certain hazardous materials including fertilizer materials and similar hazardous and inherently dangerous activities. The Volunteer acknowledges that he / she has previously participated and engaged in such activities, fully understands the inherent risks and hazards associated with said activities, and agrees to fully abide by any and all procedures, protocols or other instructions applicable to said volunteer activities. The Volunteer expressly assumes the risk of any injury, harm or damage associated with the volunteer activities.

3. **RELATIONSHIP.** The Volunteer understand that the scope of Volunteer's relationship with Farm Rescue is limited to a volunteer position and that no compensation is expected in return for the volunteer services provided by the volunteer. The Volunteer further understands that Farm Rescue will not provide any benefits or any other form of compensation normally associated with an employment relationship.

4. **INSURANCE.** The Volunteer understands that Farm Rescue is neither responsible, nor shall it provide the volunteer with any financial or other assistance associated with the Volunteer's activities including, but not limited to, medical, health, dental, disability or any other insurance of any kind whatsoever. Volunteer acknowledges and agrees to retain sole responsibility for obtaining his / her own insurance coverage.

5. GUEST AND MINOR RESPONSIBILITIES. The Volunteer agrees to take full responsibility for the safety and supervision of any guest regardless of age including, specifically, any minor children. The Volunteer accepts full responsibility for any actions, lack of action or inattention that may result in the personal injury, illness, death or dismemberment of an adult guest and/or minor child. The Volunteer's responsibility shall further extend to any actions, lack of action or inattention of the adult guest and/or minor child which results in the personal injury, illness, death or dismemberment of any other onsite personnel including volunteers, staff, guests or minor children. The Volunteer agrees to indemnify Farm Rescue Releasees from and against all claims, demands and liabilities, loss or damage, including attorneys' fees and costs incurred, arising out of or relating to any actions, lack of action or inattention of an adult guest and/or minor child.

6. MEDIA RELEASE; LIMITED RELEASE OF INFORMATION. The Volunteer gives permission to Farm Rescue and the news media to photograph/interview me. Volunteer understands that photographs and interviews, including portions thereof, will be used for public view. Volunteer agree to participate in photographs and interviews without financial remuneration. Volunteer does hereby grant and convey unto Farm Rescue all rights, title, and interest in any and all photographic images and video or audio recordings made by Farm Rescue or the news media during the Volunteer's activities with Farm Rescue, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs, interviews or recordings.

7. MISCELLANEOUS.

a. Binding Effect and Governing Law. This Release shall be binding upon and inure to the benefit of Volunteer's heirs, successors and assigns and shall in all respects be governed by, and enforced and interpreted in accordance with, the laws of the State of North Dakota.

b. Governing Law. Volunteer expressly agrees that this Release in intended to be as broad and inclusive as permitted by the laws of the State of North Dakota and that this Release shall be governed by and interpreted in accordance with the laws of the State of North Dakota.

c. Severability. Volunteer agrees that in the event that any clause or provision of this Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release which shall continue to be enforceable.

## FARM RESCUE VOLUNTEER OPERATIONAL RULES

1. Farm Rescue volunteers shall plant, harvest or hay crops to the best of their ability.
2. Volunteers are not employees of Farm Rescue during designated volunteer time.
3. Farm Rescue is not liable for personal injury on property due to negligence on the part of the injured.
4. No persons outside the equipment cab are allowed within 50 feet of any equipment in motion. All guests / participants must sign a liability release and be supervised by an approved volunteer or staff member as to avoid injury, death or dismemberment.
5. No persons are allowed within 50 feet of a tractor or combine during fueling or maintenance operations without the approval of a Farm Rescue equipment operator.
6. No smoking is allowed inside or within 50 feet of any vehicles or equipment.
7. Do not lean on windows from inside the cab of any tractor or combine. Windows may come loose and occupant could fall outside resulting in injury, death or dismemberment.
8. There are inherent risks of farming operations and volunteers must operate the equipment and vehicles in a responsible and safe manner. For example, equipment and vehicles must be placed in “park” prior to anyone entering or exiting. All equipment engines must be stopped prior to any mechanical work. All equipment must have support locks and/or pins installed prior to working beneath machinery.
9. Prior to operation or movement of equipment and vehicles, a designated person must walk around and look into, under and above equipment to make sure all persons, power lines and obstacles are clear. The designated person will start and end the inspection at the front of the vehicle. An “all clear” signal will consist of a “thumbs up” to the equipment or vehicle operator. (Equipment Operator must conduct this inspection even if they are the only person onsite.)
10. Keys should be removed from the ignition when volunteers are servicing equipment or vehicles.
11. No person shall attempt to unplug, remove or pull grass, dirt, crops or other items from equipment while the engine is running.
12. Volunteers will notify a Farm Rescue staff member immediately of any safety concerns or equipment malfunctions.
13. Volunteers may not grant interviews or answer media questions about Farm Rescue operations without prior permission.
14. Volunteers must have a current driver’s license with a good driving record. A copy of their current driver’s license will be kept on file at the Farm Rescue office.
15. Under no circumstances are volunteers to operate Farm Rescue vehicles or equipment while impaired, under the influence of alcohol or having had consumed alcohol in the previous eight hours.
16. Volunteers must immediately cease all volunteer actions if they experience any health related problems.
17. Safety equipment will be provided by Farm Rescue to include gloves, eye protection, earplugs, masks, reflective vests and a flashlight. (Reusable equipment is property of Farm Rescue and is to be returned upon completion of volunteer duty.)

18. Volunteers are to take all reasonable safety measures. Including, but not limited to the wearing and use of gloves, eye protection, earplugs, masks, vests and a flashlight. Volunteers are to wear reflective vests during hours of darkness and twilight when outside of a tractor, combine, truck or other vehicle.
19. Volunteers are required to fill out necessary paperwork while actively volunteering. All paperwork must be turned into the Farm Rescue office upon completion of duty.
20. Employees and/or volunteers may not ask other volunteers to supervise minors. It is Farm Rescue's policy that *employees* may not be responsible for the supervision of minors while operating or doing maintenance on field equipment while on duty.
21. Any concern of a volunteer is to be first brought to the attention of team members involved for possible resolution. If resolution cannot be made, the volunteer is to bring the concern to the attention of the Team Leader, Field Operation Manager, Program Coordinator or President of the organization.
22. Volunteers are scheduled for a given period of time. To maintain schedule integrity, volunteers are requested not to leave an assistance site without a minimum of 48 hour notification to the Team Leader or Field Operations Manager, unless due to medical or family emergency. Volunteers who leave unexpectedly prior to the completion of their volunteer time commitment may not be included in future volunteer activities. We need dependable volunteers to accomplish our mission in a timely manner. Leaving an assistance site unexpectedly is detrimental to the overall mission of the organization.

#### SEMI DRIVERS:

1. Volunteers that will be operating the Farm Rescue semi must have a current Class A CDL license and Medical Card. A copy of their license and medical card will be kept on file at the Farm Rescue office.
2. Volunteers that will be operating the Farm Rescue semi must pass an initial drug test prior to actively volunteering. Volunteers will be required to pass random drug testing thereafter.
3. Volunteers that will be operating the Farm Rescue semi are required by law to fill out a Daily Log Book and Driver's Vehicle Inspection Report.
4. Volunteers that will be operating the Farm Rescue semi must notify the office of any violations that occur. Volunteers must also report any problems with the semi noticed during the vehicle inspections.