



# Mercy Spring Ranch

## Participant / Volunteer / Visitor Liability

### Waiver and Agreement

FIRST NAME: \_\_\_\_\_ LAST NAME: \_\_\_\_\_

This document explains possible risks of participating, volunteering, or visiting Mercy Spring Ranch and includes liability waivers, consents, and other legal agreements.

By signing below, I, the participant, volunteer, or visitor (or legal guardian), acknowledge that entry into this agreement ("Agreement") is in consideration of my participation as a participant, volunteer, or visitor, and confirm my understanding and agreement to the following:

#### Policies and Safety Rules

I will comply with Mercy Spring Ranch's volunteer policies, safety rules, conduct expectations, and other directions. I understand that Mercy Spring Ranch does not tolerate bullying, harassment, threatening behavior, or violence of any kind. I understand that noncompliance may result in termination of my participant, volunteer, or visitor status.

#### Volunteer Not an Employee

I understand that as a volunteer (a) I am not an employee of Mercy Spring Ranch, (b) I will not be paid for my participation, and (c) I am not covered by or eligible for any Mercy Spring Ranch insurance, health care, worker's compensation, or other benefits. I understand that Mercy Spring Ranch may terminate my volunteer status at any time, for any or no reason.

#### Risks Associated with Volunteering

Participating, volunteering, or visiting at Mercy Spring Ranch has risks. These risks may arise in a variety of ways. I understand that by my presence on Ranch premises, I may engage in activities or utilize the premises in a way that may involve inherent risks that are beyond the control of the Ranch. Mercy Spring Ranch has taken precautions to provide a safe setting, but I understand that the possibility of injury, death, or loss to persons is present and that they may arise from my own actions or from the actions of others at or near Ranch facilities or encountered when traveling for Ranch activities offsite. Activities may include, but are not limited to, physical activity, walking/running, group games, sports, aquatic activities, general recreation, general use of grounds including its improvements, working on projects in a woodshop, cooking, craft making, handling and petting or working with livestock to include but not limited to dogs, cats, cows, sheep, bees, chickens and riding in a UTV, trailer and other ranch equipment. I further agree that horseback riding and all equine activities are inherently dangerous activities and that these activities will expose me to significant risks, both known and unknown, which could result in physical or emotional injury, or possible death, or damage to myself, to property, or to third parties. My participation in all Ranch activities is purely voluntary and I elect to participate in spite of the risks. I agree to and I am responsible for wearing protective gear appropriate for said activities to ensure my safety while engaging in same. I understand that protective gear includes, but is not limited to, protective footwear and headgear.

#### Awareness and Assumption of Risk

I understand the information above, and confirm and acknowledge that these are risks associated with participating, volunteering, or visiting. With such information and awareness, and with the recognition that other factors may create additional such risks, I knowingly, freely, and voluntarily: (a) sign up to participate, volunteer, or visit at Mercy Spring Ranch; (b) engage in participant, volunteer, or visitor activities; and (c) assume and accept the risks of all injury, death, property damage or loss, financial obligation, loss of privacy, loss of reputation, and all other injuries and other consequences, whether known or unknown, whether foreseen or unforeseeable, and whether incurred at Mercy Spring Ranch facilities or elsewhere, that may result, directly or indirectly, from my presence at Mercy Spring Ranch facilities or participation as a Mercy Spring Ranch participant, volunteer, or visitor, regardless of the cause.

#### Waiver and Release of Claims

I waive and release Mercy Spring Ranch and its directors, officers, agents, employees, volunteers, and affiliates (collectively, "Client Parties") from any and all liability, claims, costs, and expenses of any kind and of whatever nature which I or my heirs, next of kin, or legal representatives may have or which may later accrue, caused by or arising directly or indirectly from my presence at Mercy Spring Ranch facilities or participation in Mercy Spring Ranch activities. This release and waiver includes, in each such case, all claims in respect of the risks noted above, known and unknown, foreseen and unforeseeable, regardless of the cause or whether such claims arise from tort, contract, or otherwise, and even if caused by negligence, whether passive or active. I will not sue any of the Client Parties on the basis of these waived and released claims. I waive the protections of Section 1542 of the California Civil Code.

#### Disclosure of Medical Conditions

I understand that I am solely responsible for knowing my own physical condition and making my own decision about

participating, volunteering, or visiting. I have disclosed all medications and conditions relevant to my participation to the Founders or other volunteer staff at Mercy Spring Ranch, including chronic conditions such as asthma, allergies, seizures, or diabetes. I understand that Mercy Spring Ranch needs such information because some medication side effects, or medical conditions could affect my safety or that of others at Mercy Spring Ranch. I consent to Mercy Spring Ranch sharing this information with health professionals or first responders should I become ill or injured while at Mercy Spring Ranch facilities.

#### Medical Care Consent and Waiver

I authorize Mercy Spring Ranch to provide me with first aid and to arrange medical assistance, transportation, and emergency medical services for me if I get hurt while participating, volunteering, or visiting. I understand that Mercy Spring Ranch is not obligated to provide this care. I also understand that I am solely responsible for any costs related to my medical treatment and transport, and that Mercy Spring Ranch does not provide health, medical, disability, or other insurance coverage for me.

#### Confidentiality

I may have access to Mercy Spring Ranch's confidential information. At all times during and after my participation, I agree to hold any such confidential information in confidence and not disclose or use it except as Mercy Spring Ranch expressly authorizes.

#### Assignment of Work Product

I grant full rights to Mercy Spring Ranch in any reports, brochures, website content, photos, images, videos, or other materials or works I may create in the course of volunteer activities, and any intellectual property rights in or derivatives of such materials.

#### Use by Mercy Spring Ranch of My Name and Image

I understand that Mercy Spring Ranch may take photos or videos of me. I consent to use by Mercy Spring Ranch of my image, voice, name, and story, and of images of any works I may create as a participant, volunteer, or visitor (collectively, "Materials"), in Mercy Spring Ranch's digital and print promotional, fundraising, educational, and other communications. Mercy Spring Ranch may use the Materials without obtaining my approval or paying me for such use. I grant Mercy Spring Ranch all copyrights in and waive any legal claims relating to the Materials, including those relating to copyright, rights of publicity or privacy, or defamation, or arising from any distortion, blurring, or alteration that may occur in the making, editing, or use of the Materials.

My checking this box means that I do not wish to agree to this consent: ☐

#### General Provisions

I understand that this Agreement will be binding for so long as I am a participant, volunteer, or visitor at Mercy Spring Ranch. This Agreement will run in favor of, and may be enforced by, each of the Client Parties, and will bind my heirs, next of kin, and legal representatives. This Agreement will be binding to the fullest extent permitted by law. If any provision of this Agreement is found to be unenforceable, the other terms remain effective. This Agreement will be governed by California law.

- ☐ I affirm that I am of legal age and able to sign on my own behalf and am freely signing this Agreement. **I have read this Agreement and fully understand that by signing this Agreement, I am giving up legal rights** and remedies that may be available to me and to other persons.
- ☐ I affirm that I am the parent or legal guardian of the participant and am freely signing this document on their behalf. I certify that I have the authority to sign on behalf of the participant and to make decisions for the participant regarding volunteering. I also waive and release Client Parties from any and all liability, claims, costs, and damages of any kind which I may have resulting or arising directly or indirectly from the participant's participation in volunteering. **I have read this Agreement and fully understand that by signing this Agreement, I am giving up legal rights** and remedies that may be available to the participant, to me, and to other persons.

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Signature (of parent/guardian, if applicable)

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Participant name (if parent/guardian signs)

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Print name

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Date

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Emergency contact name

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Emergency contact phone

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Address Number and Street Name

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City, State and Zip Code

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Participant, Volunteer, or Visitor Phone Number

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Email Address