

BOSTON AREA GLEANERS
From Farms to Families
91 Martin Street
Acton, MA 01720



MINOR VOLUNTEER WAIVER

This form is required for minor volunteers who wish to volunteer independently, without the supervision of a parent or guardian. Once completed, please send an image or scan of this page to outreach@bostonareagleaners.org prior to your volunteer event.

Full Name: _____

Emergency contact name: _____

Emergency contact phone number: _____

LIABILITY WAIVER

Safety is of paramount importance in a volunteer event. For the protection of all involved, this disclaimer is necessary.
I confirm that I am in good health and fully capable of farm labor activity. I do not hold the board members or employees of Boston Area Gleaners, Inc. or any volunteers liable for any injury, bodily harm, accident or death of myself/my child during volunteer events sponsored by Boston Area Gleaners, Inc. Neither will I hold the person(s) who own and/or operate the farm(s) where we work liable for accidents, injury, or death during the volunteer events.

Please review the Full Waiver of Liability, Volunteer Health and Hygiene Policy, COVID-19 Protocols, and Volunteer Terms of Participation below. By signing here, you agree to the terms laid out in each document.

Participant _____
Signature _____ Print Name _____ Date _____

Parent/guardian _____
Signature _____ Print Name _____ Date _____

OPTIONAL PHOTO RELEASE

I hereby give permission to Boston Area Gleaners, Inc. to use photographs taken of me during volunteer activities. I understand that these photographs will be used for public relations purposes only. These photographs are not to be sold or used for any purpose other than Boston Area Gleaners, Inc. business.

Participant _____
Signature _____ Print Name _____ Date _____

Parent/guardian _____
Signature _____ Print Name _____ Date _____



RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

PLEASE READ THIS AGREEMENT FULLY AND CAREFULLY BEFORE SIGNING THE SEPARATE FORM FROM YOUR GLEANING TRIP LEADER. YOUR SIGNATURE INDICATES YOUR UNDERSTANDING AND AGREEMENT TO THE TERMS OF THIS AGREEMENT. BY SIGNING, YOU ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES IN CASE OF INJURY, DEATH, OR PROPERTY DAMAGE.

In consideration of being given the opportunity to participate voluntarily in harvest events organized by Boston Area Gleaners, I, on behalf of myself, my legal and personal representatives, heirs, next of kin, spouse, agents, and assigns, hereby:

1. Fully understand and acknowledge that:

- a. The harvest events in which I voluntarily choose to participate will involve entering onto privately owned or publicly owned real property (the 'Premises') to harvest fruit and/or vegetables (the 'Activity'). The Activity may involve the use of certain equipment, including without limitation ladders, knives and other tools.
- b. There are risks and dangers associated with entering onto the Premises, using equipment and engaging in the Activity. These risks and dangers include, without limitation: injury from falling branches or fruit, animal and insect bites, cuts or scrapes, falling or tripping on uneven surfaces or debris, falling from heights, contracting food-borne illnesses arising from eating the fruit and/or vegetables being harvested, losing or injuring a limb, becoming dehydrated, and heat exhaustion, all of which could lead to *permanent disability or death*.
- c. In this Activity it is impossible to completely eliminate the risk of becoming exposed to and/or infected by COVID-19. As outlined by the CDC, older adults and those of any age with serious underlying health conditions may be at higher risk for severe illness from COVID-19. I agree to abide by health and safety protocols established for the Activity in order to minimize risk. I also agree to inform Boston Area Gleaners if I test positive for COVID-19 within 14 days following a volunteer event so that appropriate risk management steps may be taken.
- d. The risks described in this section 1 (the '**Risks**') may be caused by my own actions or inactions, the actions or inactions of others participating in the Activity, the condition of the Premises where the Activity takes place, the conditions in which the Activity takes place, the condition of the equipment that I am using, or the negligence of the Released Parties defined in Paragraph 3 below.

2. Voluntarily assume and accept all the Risks and all responsibility for any losses, liability, costs, damages, claims, demands, or costs that I may incur as a result of or related to my participation in the Activity.

3. Voluntarily release, discharge, and covenant not to sue i) Boston Area Gleaners or any of its employees, independent contractors, agents, insurers, donors, volunteers, owners, officers, directors, shareholders, and subsidiaries; and ii) the owner of the Premises or any of its employees, independent contractors, agents, owners, officers, directors, shareholders, and subsidiaries (hereinafter the '**Released Parties**') for any losses, liabilities, damages, claims, demands, expenses, or costs that I may incur and which arise out of or are related to my participation in the Activity, the condition of the Premises, or any negligent act or omission of the Released Parties. I further agree that if, despite this Agreement, I or anyone on my behalf, makes a claim against any of the Released Parties, I will indemnify, save, and hold harmless each of the Released Parties from losses, liability, damages, claims, demands, expenses, or costs that any of the Released Parties may incur as a result of any such claim.

4. Voluntarily agree to abide by any rules established or instructions given with respect to my participation in the Activity. I further agree that while participating in the Activity I will refrain from engaging in any illegal, illicit or otherwise grossly negligent or intentionally harmful acts, and will indemnify, save, and hold harmless each of the Released Parties from losses, liability, damages, claims, demands, expenses, or costs that any of the Released Parties may incur as a result of my acting in such manner.

5. Voluntarily agree to:

- a. Enter only those areas designated for use by volunteers;
- b. Refrain from climbing trees or fences to retrieve produce; and
- c. Use great care and caution when using a ladder.

6. Voluntarily agree that this Agreement is governed by the laws of the State of Massachusetts, and is intended to be as broad and inclusive as is permitted by law. In the event any portion of this Agreement is determined to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the balance of the Agreement shall not be affected or impaired in any way and shall continue in full force and effect.

PARENT / GUARDIAN WAIVER - Any person entering into this Agreement and who is responsible for the supervision of any minors (individuals who are under the age of 18 years) or mentally handicapped individuals participating in the Activity must read and agree to the following:

I, acting as parent, natural guardian, or a person authorized by the parent or natural guardian, have read the foregoing Agreement, understand and consent to its terms on behalf of myself and on behalf of the minors or mentally handicapped individuals for whom I am responsible, and agree to indemnify and save and hold harmless the Released Parties from any loss, liability, damage, or cost that they may incur because of any defect in or lack of capacity to act on behalf of the minors or mentally handicapped individuals in executing this Agreement.

I voluntarily agree to:

- a. Ensure that any minor(s) or physically or mentally disabled individuals for whom I am responsible and have accompanied during the Activity will be supervised at all times by me, unless given direct permission by Boston Area Gleaners for this minor to volunteer independently;
- b. Ensure that any minor for whom I am responsible and supervising will not be permitted to climb on a ladder unless the minor is at least 13 years of age and is directly supervised at all times.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY AGREEING TO IT, HAVE AGREED TO IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE, AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE AND WAIVER OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

PLEASE SIGN YOUR NAME ON THE SEPARATE FORM PROVIDED BY YOUR TRIP LEADER.



HEALTH & HYGIENE POLICY

Food borne illnesses can be extremely contagious. Cross contamination can occur from sick workers contaminating food supplies. Any volunteer involved with handling food who is diagnosed or is showing symptoms of a food borne illness must refrain from harvesting or handling food. All those who attend a gleaning trip with Boston Area Gleaners must agree to comply with our Volunteer Health and Hygiene policy, as written below:

- **I will not attend a volunteer trip if I have been diagnosed with or if I have been in contact with a household member diagnosed with Hepatitis A., E. coli, Salmonella, Shigella, and/or Norovirus** until cleared by a medical provider with written instruction. If I am diagnosed with any of these illnesses within 1 year of attending a volunteer trip, I will immediately notify Boston Area Gleaners Staff.
- I will not sign up for nor attend a volunteer trip with Boston Area Gleaners if I have experienced symptoms of a foodborne illness (listed below) in the past 72 hours.
- Common food borne illness symptoms include:
 - nausea
 - vomiting
 - diarrhea
 - persistent stomach cramps or pain
 - fever
 - chills
 - skin infections
 - wounds or sores containing pus
 - cold
 - runny nose
 - frequent coughing or sneezing.
- I will not handle food or work in food contact areas if I have been experiencing any of the symptoms listed above. I understand that food handling, as defined here, includes: harvesting, packing, washing, handling and/or transporting food.
- If I experience any of the above symptoms while in attendance on a volunteer trip, I will immediately notify the Boston Area Gleaners Staff Member/Trip Leader on duty, and I will accept all directions from Boston Area Gleaners Staff to mitigate any food safety risk.
- I understand that Boston Area Gleaners, Inc. and its staff members reserve the right to deny me entry to a volunteer trip, may require me to leave any volunteer trip, or may remove me from the registration list if I do not agree to and/or comply with this Health and Hygiene Policy. Boston Area Gleaners Staff reserves the right to ask any relevant questions regarding health and hygiene that he/she considers may pose a food safety risk while on a volunteer trip.

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TERMS OF PARTICIPATION

By registering as a volunteer with Boston Area Gleaners and attending events that we sponsor, you are agreeing to the following terms of participation:

- I will abide by the Good Samaritan Law, and will not hold farmers, volunteers, Boston Area Gleaners, or any sponsoring organization responsible for any accident, injury, or other loss incurred while participating in the program.
- I will read and check off the Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement as well as the Volunteer Health & Hygiene Policy and COVID-19 Protocols when I sign up for Volunteer Trips and prior to participating in any volunteer activities.
- I will wear sturdy, closed-toed shoes on all volunteer projects.
- I will comply with all Boston Area Gleaners food safety policies and procedures and adhere to the instructions provided by the Trip Leader to ensure product integrity.
- I will follow all directions given to me by the Trip Leader. I will handle produce gently. Our goal is to harvest and pack food with care and respect for the farmer, the land, the people who will eat the food, and all collaborating volunteers.
- I will not take any produce for my personal usage without prior authorization from the Trip Leader.
- I will be respectful of other participants on Volunteer Trips.
- To ensure my own personal safety and the safety of others, I will communicate to the Trip Leader any personal medical conditions that may compromise or affect my ability to safely engage in a Volunteer Trip.
- I will promptly cancel my roster spot if, after signing up for a Volunteer Trip, I find that I am unable to attend.
- I will be punctual in arriving at the project and will communicate directly with the Trip Leader if I will be late.
- I will not bring other individuals to Trips who have not signed up and been added to the roster unless approved by a Boston Area Gleaners staff member.
- I will always stay within the assigned project area and handle only the produce I was instructed to pick or sort.
- I understand that Volunteer Trips may be conducted on private property where a farmer has granted permission to enter and glean. I will conduct myself in a manner that is respectful of the owner's property at all times.
- I will park only in the areas designated by Boston Area Gleaners Staff.
- I will follow the rule of "Pack it in, pack it out" at all volunteer sites. I will remove trash and my personal items from the site.
- I will not purposefully damage the tools/equipment belonging to Boston Area Gleaners and/or partner farms and will return any tools/equipment that may have been provided to me.
- I will not smoke on Volunteer Trips. NO TOBACCO PRODUCTS are allowed on any farm. Even unlit cigarettes or hands that have recently touched tobacco can pose a threat to plants in the form of a highly contagious mosaic virus (i.e. please wash your hands before gleaning if you smoke!).
- I will not arrive under the influence of, bring, or consume alcohol and/or drugs on Volunteer Trips.
- I will not bring firearms to Volunteer Trips.
- I will not bring any animals to Volunteer Trips. No dogs are allowed at any gleaning site, except service dogs (but please check with us first).
- I understand that Boston Area Gleaners reserves the right to deny me entry to a Volunteer Trip, or require me to leave a Volunteer Trip, or remove me from the registration list, if I do not follow these Terms of Participation.
- I understand that these Terms of Participation are subject to change without notice. Last update of this text: May 17, 2022.

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COVID-19 VOLUNTEER PROTOCOLS

In order to protect the safety of volunteers, staff, and our greater community, we have implemented the following mandatory protocols for volunteers in accordance with state and CDC guidelines. All volunteers must agree to comply with these guidelines:

Pre-Screening: I hereby attest that I (and all persons under my guardianship):

- am **fully vaccinated** against COVID-19;
- have not **tested positive** for COVID-19 without being cleared as non-contagious by health authorities;
- have not **been treated or hospitalized** for presumed COVID-19 without being cleared as non-contagious by health authorities;
- am not experiencing, nor have in the last 14 days experienced, **symptoms** of COVID-19 as described by the CDC (including but not limited to fever, chills, & coughing) without being cleared as non-contagious by health authorities;
- have not been **exposed** in the last 14 days to a person with a confirmed or suspected case of COVID-19;

Safety Practices for Gleaning:

- I will wear a face covering for the entire duration that I am on-site unless told otherwise by Boston Area Gleaners staff.
- I will wear clean gloves (provided by Boston Area Gleaners) when gleaning and handling produce. I will remove my gloves when handling personal items such as bags and water bottles.
- I will avoid eating during the trip in order to minimize hand-to-mouth contact. **Note: those who must eat during physical activity for health reasons are encouraged to do so.*
- Upon arrival, I will wash my hands with soap & water using wash stations set up by Boston Area Gleaners staff.

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