



Terms of Use of the Petaluma Bounty Community Apple Press and Waiver of all Claims, Release from Liability and Assumption of Risks

Prior to using the Apple Press or harvesting apples, I confirm that I have read, understood, and will adhere to the conditions set herein.

Name: _____ Age _____ Phone/Email: _____

Releasees mean *Petaluma Bounty, Petaluma People Services Center (PPSC), Stony Acres Property, LLC* and their respective officers, directors, members, volunteers, contractors, agents, and any other persons acting on their behalf. By using, or volunteering at the *Petaluma Bounty Community Apple Press* (the “*Press*”), I agree for myself, for all persons who accompany me at the *Press*, or drink my juice, and for my heirs and assignees (“*Releasors*”), to discharge and release *Releasees* from all claims for any personal injury, death, property damage or loss sustained by me or any other *Releasor* as a result of the use of the *Press* and related equipment, specifically including cutting knives, due to any cause whatsoever, including, without limitation, negligence on the part of *Releasees*.

Releasors are aware that certain dangers and risks are possible from the use of the *Press*, some of which include:

- **Equipment use** – The fruit pressing and grinding equipment have moving parts that can cause injury to fingers. Knives used to cut apples can cause injury.
- **Food safety** – Dirty or contaminated fruit could cause illness. Unpasteurized juice can harbor bacteria (e.g., *E. coli*, *Listeria*, *Salmonella*, *Cryptosporidium*), even if the apples used to make it never fell on the ground. Some people recommend pasteurizing (i.e., boiling for 30 seconds) or fermenting “raw” apple juice in order to reduce the pathogen load to a safe level. Another FDA-approved method for safeguarding “raw” apple juice is UV treatment, but that is a viable option only for larger-scale commercial producers.
- **Insect Bites** – Apple pressing can draw bees, yellow jackets and wasps, which can result in bites or stings.

Releasors accept all the dangers and risks and the possibility of injury, death, property damage or any other loss resulting from using the *Press* and consuming the pressed juice. *Releasors* agree not to sue *Releasees* on account of any circumstances arising from such use or consumption of the product.

I understand that participating with the *Press* or U-Pick harvesting may involve strenuous physical activity that may be hazardous to me, including but not limited to loading and unloading of heavy items, climbing ladders, picking fruit or vegetables, food preparation and cooking, driving, etc. Harvesting and working with the *Press* often involve working with sharp and sometimes heavy tools and in outdoor conditions, including gardens, farms and orchards.

With this knowledge, I agree to behave and work in a safe and responsible manner. I agree to only perform work that I am comfortable doing and that I feel I can accomplish safely. I agree to wear clothes and shoes that I believe will provide appropriate protection according to the work conditions. I understand that I must work safely and that I must use *Releasees*’ property with respect and care. I, _____, and anyone accompanying me, do hereby expressly agree that all our activities are voluntary and shall be at our sole risk and that neither PPSC, its volunteers or employees; nor the property owners whose property we enter shall be held liable for any claims, demands, injuries, damages, actions, or causes of action whatsoever, to persons or property arising out of or connected with our participation in this organization. This includes injury resulting from using ladders or other equipment. I hereby release *Releasees*’ from any and all claims that may arise from or result in any expenses, personal injury, loss or damage incurred to me or by me during my participation in PPSC projects.

I also grant permission for PPSC to use photographs and videos of me (or my minor child) in any promotional, advertising, editorial or fundraising materials for any PPSC programs including but not limited to brochures, social media, slide shows, videos, calendars, cards and the PPSC website. If I do not wish to have my picture used, I will initial here and notify staff and anyone taking pictures of my wishes. _____

I have read and understand the above conditions.

Volunteer Name (please print)

Volunteer Signature

Parent or Guardian Signature (if under 18 years old) Date: _____