

Birch Community Services, Inc.
A Not-For-Profit Corporation

Release and Hold Harmless Agreement for BCS Gardens

I am volunteering my time and energy to work at one or both of the BCS Gardens (located at 10615 NE Shaver St., Portland, OR 97220 (Angela and Casey Baker) and/or at 3852 N.E. 5th Ct., Gresham, OR 97030 (Brian and Julie Sunderland)) for Birch Community Services, Inc. (“BCS”). By signing this document, I am indicating that: (1) I am agreeing to assume all liability of any kind for any damage or injury that might arise out of or in connection with my activities as a volunteer for BCS, including but not limited to all liability for injury to me, to others or to any property; and (2) I am releasing and holding harmless both BCS (along with its directors, officers, employees, agents, representatives, volunteers, assigns, and successors) and the property owners, Casey and Angela Baker and/or Brian and Julie Sunderland (and their agents, representatives, assigns and successors) from any and all liability of any kind whatsoever.

To the extent any of my minor children or guardians accompany me, my signature on this document indicates that: (1) I am agreeing to assume all liability of any kind for any damage or injury that might arise out of or in connection with my children’s or guardian’s activities, including but not limited to all liability for injury to them, to others or to any property; and (2) I am releasing and holding harmless both BCS (along with its directors, officers, employees, agents, representatives, volunteers, assigns, and successors) and the property owners, Casey and Angela Baker and/or Brian and Julie Sunderland (and their agents, representatives, assigns and successors) from any and all liability of any kind whatsoever that may arise out of my children’s presence and activities.

I also hereby expressly authorize and consent to allow BCS to use any photographs and/or videos of me (and my children and guardians) while we are engaged in providing volunteer services. I understand that such use may include putting pictures of me (and my children and guardians) on BCS’ website or other marketing material.

The consideration for this document is the provision by BCS to me of preferential shopping privileges.

This document shall be given a liberal construction, with all ambiguities resolved in favor of BCS, Casey and Angela Baker and/or Brian and Julie Sunderland, and their respective directors, officers, employees, agents, representatives, volunteers, assigns, and successors. If any part of this document is deemed to be invalid or unenforceable for any reason, that provision shall be severed from this document to the extent it is invalid or unenforceable, and all remaining provisions in this document shall continue in full force and effect.

Please print name clearly: _____

Signed: _____

Dated: _____