

 <p>NOT FAR FROM THE TREE</p>  <p>A project of MakeWay</p>	<p>Center for Social Innovation - Annex 720 Bathurst Street Toronto ON M5S 2R4</p> <p>416-658-0724</p>
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Tree Owner Release of Liability

Release of liability, waiver of claims, assumption of risks and indemnity agreement (Hereinafter “Release Agreement”).

To: “Makeway - Not Far From the Tree” and their members, employees, guides, agents, representatives, successors and assigns (all of whom are hereinafter collectively referred to as “the Releasees”)

I understand that fruit-picking activities and any liabilities inherent in these activities, including injury or damage to property, will be covered by Makeway - Not Far From the Tree’s insurance policy. However, in order for this coverage to apply, I commit to the following:

- Disclosing any important safety information when requesting a fruit pick on the Not Far From The Tree web-app (“the portal”), including:
 - Concerns about the structural integrity of my tree (i.e. broken branches, split trunk etc.)
 - Identifying any unstable structures that Fruit Pickers should not climb on (i.e. a structurally unsound garage or an unstable patio table)
- If possible, provide a safe, stable ladder for Not Far From The Tree Fruit Pickers to use during the pick
- Ensuring that my yard is reasonably clean before Not Far From The Tree volunteers arrive for a pick (i.e. removing fallen/rotting fruit, animal droppings, or other waste from your yard)
- If I have a tree with branches hanging over a neighbouring property, I agree not to suggest that Not Far From The Tree volunteers pick fruit from my tree on that property unless my neighbour has signed a copy of this release of liability form
- Consent to sharing my name, phone number, home address, and email address with a volunteer pick leader.

This Release Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death or incapacity;

In entering into this Release Agreement I am not relying on any oral or written representations or statements made by the Releasees with respect to the safety of harvesting fruit, other than what is set forth in this Release Agreement;

I confirm that I have read and understood this release agreement prior to signing it. I am aware that by clicking “I have read and agree to the above release of liability” below I am waiving certain legal rights that I, or my heirs, next of kin, executors, administrators, assigns and representatives, may have against the Releasees.

Tree Owner Code of Conduct and Responsibilities

As a Not Far From The Tree Tree Owner, I agree to the following:

1. I will request a fruit pick when my fruit is ripe and ready to pick, to the best of my knowledge
2. I will notify Not Far From The Tree promptly by indicating on the web app if I need to reschedule or cancel a scheduled pick for any of the following reasons:
 - a. Reschedule
 - i. I have a scheduling conflict
 - ii. My fruit isn't ripe yet
 - b. Cancel
 - i. My fruit has bugs
 - ii. Animals ate my fruit
 - iii. My fruit has fallen off the tree
 - iv. I decided to pick the fruit myself
3. I will report the health of my fruit tree(s) to the best of my ability using the Tree Health form on Not Far From The Tree's web-app
4. If I own one, I will provide a safe ladder to Not Far From The Tree Fruit Pickers during the fruit pick; if I do not, I will do my best to borrow one for the duration of the pick
5. I will receive no more than a one-third share of the fruit picked by Not Far From The Tree volunteers, depending on how much I have requested
6. I will honour the confidentiality of Not Far From The Tree members during fruit picks
7. I will refrain from imposing any personal beliefs or agendas on others during my interactions with Not Far From The Tree members
8. I will treat everyone involved in Not Far From The Tree's fruit-picking program with dignity and respect, regardless of any personal qualities including but not limited to race, national or ethnic origin, colour, religion, age, sexual orientation, gender identity, marital and family status, and ability.

Signature

I, _____ have reviewed the above information and agree to honour my responsibilities as a Tree Owner.

Signature: _____

Date of Signature: _____