

Grafting Demonstration Waiver and Release of Liability

By participating in this grafting demonstration event, you acknowledge and agree to the following terms and conditions:

1. **Acknowledgment of Risk**

I understand and acknowledge that the use of grafting tools, including knives and other sharp instruments, involves inherent risks, including but not limited to cuts, punctures, and other injuries. I further understand that no activity is without risk, and I voluntarily choose to participate in this event.

2. **Assumption of Risk**

I voluntarily assume all risks associated with participation in this event, including but not limited to risks arising from the use of grafting tools and equipment, the actions of other participants, and the conditions of the environment.

3. **Safety Measures**

I acknowledge that I have been informed of the safety precautions recommended for this event, including the use of cut-resistant gloves, thumb protection, and the availability of a Xenport grafting tool, traditional grafting tools, and an OSHA-approved first-aid kit. I understand that I may request assistance with grafting and may have my rootstock and scion grafted for me by the event facilitators.

4. **Release of Liability**

In consideration of being permitted to participate in this event, I hereby release, discharge, and hold harmless **The Wilbourn House Orchard**, its owners, landowners, organizers, employees, volunteers, agents, and representatives (collectively referred to as "the Releasees") from any and all liability, claims, demands, or causes of action that may arise from or relate to my participation in this event, including but not limited to any injury, illness, damage, or loss of property. This release applies regardless of whether such injury or damage is caused by the negligence of the Releasees or otherwise.

5. **Indemnification**

I agree to indemnify and hold harmless the Releasees from any and all claims, liabilities, or expenses (including attorney's fees) arising from my participation in this event, including claims brought by third parties.

6. **Medical Attention**

I authorize the organizers to provide or obtain medical treatment for me in the event of an emergency. I agree that I am responsible for any costs associated with such medical treatment.

7. **Binding Agreement**

This Waiver and Release of Liability is binding upon my heirs, executors, administrators, and assigns.

By signing below, I certify that I have read and understood this Waiver and Release of Liability, and I voluntarily agree to all its terms.

Participant's Full Name: _____

Signature

Date _____

