



**FARMERS FOR
CLIMATE SOLUTIONS**

**FERMIERS POUR LA
TRANSITION CLIMATIQUE**

FaRM program Waiver of Liability for Mentors and Participants

Thank you for participating in SeedChange and Farmers for Climate Solutions' FaRM program, online or in-person classes, workshops, self-study using the online Learning Management System (LMS), chat rooms, grazing clubs, mentor online support, and/or farm visits, whichever is applicable (the "Workshop"). By participating in the Workshop, you agree to the following terms and conditions:

1. Please read this form carefully and be aware that in signing up and participating in training sessions/programs/activities/ volunteering, you will be expressly assuming the risk and legal liability and waiving and releasing all claims for injuries, damages or loss which you might sustain as a result of participating in any and all activities connected with and associated with said programs / activities / training.
2. You further agree to hold harmless and indemnify SeedChange, Farmers for Climate Solutions, facilitators, teachers, mentors, employees, volunteers, and any independent contractors from any damages or costs, against all claims or liability including Court and attorney's fees, which may be incurred due to your participation in the Workshop. Specifically, you and your heirs agree to fully release, indemnify, hold harmless and defend SeedChange, Farmers for Climate Solutions, the Teachers, Mentors, employees, volunteers, and any independent contractors, from any and all claims or liability, and for any damage or injury, including but not limited to, financial, personal, emotional, psychological, medical, or otherwise, which you may incur arising at any time as a result of your voluntary decision to participate in the Workshop.
3. The information presented during the Workshop, including ideas, suggestions, techniques, training, exercises, initiations, processes, activities, empowerments, downloads, instructions, and other materials (collectively the "Materials"), is educational in nature and is provided only as general information.
4. Any stories or testimonials presented before or during the workshop do not constitute a warranty, guarantee, or prediction regarding your quality of crop or crop yield, livestock or livestock yield experience after the Workshop. Further, you understand that SeedChange and Farmers for Climate Solutions makes no warranty, guarantee, or prediction that you will experience any particular outcome. You acknowledge and agree that anything and everything discussed with

Facilitators/Teachers/Mentors, or any Workshop participant is merely a perspective for you to consider.

5. You agree and understand the Workshop may be filmed, photographed and/or recorded and that Farmers for Climate Solutions, shall have all rights in and to such film, photographs and/or recording, including the copyright therein. The copyright shall include, but not be limited to, the right to use, re-use, and otherwise reproduce, modify, and display any such film, photograph and/or recording for educational and promotional purposes, including without limitation, audiotapes, audio CDs, DVDs, transcriptions, websites, video, or film or any other form of recorded images. You grant Farmers for Climate Solutions the right, without compensation to you, to film, photograph and/or record you while participating in the Workshop and you waive any right which you now have or may have hereafter in any such film, photograph and/or recording.

6. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario. For the purpose of all legal proceedings, this Agreement shall be deemed to have been performed in the Province of Ontario and the Province of Ontario shall have safe and exclusive jurisdiction to entertain any action arising under this Agreement.

By providing your signature below or logging into the LMS, you acknowledge that you have carefully and completely read and fully understand all aspects of this Agreement and you agree to all of the terms and conditions stated herein.

Name (printed)

Signature

Date: