

**SUGAR MILL GARDENS  
BOTANICAL GARDENS OF VOLUSIA, INC.**  
950 Old Sugar Mill Road  
Port Orange, FL 32129

**VOLUNTEER APPLICATION**

Please, print legibly so that we may be able to read it. : 😊

DATE: \_\_\_\_\_

NAME: \_\_\_\_\_

STREET ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

PHONE: \_\_\_\_\_ EMAIL: \_\_\_\_\_

DATE OF BIRTH (if under 18): \_\_\_\_\_

EMERGENCY CONTACT NAME: \_\_\_\_\_ PHONE \_\_\_\_\_

Special Skills or Interests:

\_\_\_\_\_

\_\_\_\_\_

Please have  
parents/teachers/  
students fill out  
the volunteer application  
AND Release and  
Waiver of Liability  
form.  
(Front & back of  
this page.)  
Thanks!  
😊 Janet Keith

## RELEASE AND WAIVER OF LIABILITY

THIS RELEASE AND WAIVER OF LIABILITY is executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

by \_\_\_\_\_ (Volunteer) in favor of the Botanical Gardens of Volusia, Inc., and its' directors, officers, and agents (The Gardens). I, Volunteer, hereby freely and voluntarily, without duress, execute this Release under the following terms:

**By signing this Release below, I acknowledge that I have read and this Release and will abide by its provisions.**

Printed Volunteer: \_\_\_\_\_ Signature: \_\_\_\_\_

Name of Group Volunteer if applicable (Please Print) NHS @ SCTHS (Sponsor = Brent Row)

Date: 9/6/23 Signed: [Signature] 386 506 9722

Name of Active Volunteer Accepting Release: Dianne

1. WAIVER AND RELEASE. I hereby release and forever discharge and hold harmless The Gardens and its successors and assigns from any and all liability, claims, demands, and causes of action, of whatever kind or nature, either in law or equity which may hereafter arise from my participation with The Gardens and/or any project, activity or event sponsored, managed, arranged or promoted by or otherwise affiliated or associated with The Gardens. I understand and acknowledge that this Release discharges The Garden from any liability or claim that I may have Pagainst The Gardens with respect to any bodily or other injury, illness, death or property damage that may result from my participation. I also understand that The Gardens does not assume any responsibility or obligation to provide financial assistance or other assistance, including, but not limited to medical, health, or disability insurance in the event of an injury, illness, death or property damage.

2. MEDICAL TREATMENT. Except as otherwise agreed to by The Gardens, I hereby release and forever discharge The Gardens from any and all liability, claims, demands, and causes of action whatsoever that may arise on account of any first aid or other medical treatment rendered during my participation with The Gardens and/or any project, activity or event sponsored, managed, or promoted by or otherwise affiliated or associated with The Gardens.

3. ASSUMPTION OF RISK. I understand that my participation with The Gardens and/or any project, activity, or event sponsored, managed, arranged or promoted by or otherwise affiliated or associated with The Gardens may include activities that may be hazardous to me. I further recognize and understand that such participation may involve certain inherently dangerous activities. I hereby expressly and specifically assume the risk of injury or harm in the activities and release The Gardens from all liability for injury, illness, death, or property damage that may result.

4. OTHER. I expressly understand and agree that this Release is intended to be as broad and inclusive as permitted by law, and that this Release shall be governed by and interpreted in accordance with the laws of Florida and the County of Volusia. I agree that in the event that any clause or provision of this Release shall be held invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining clauses or provisions.

5. REPRESENTATION AND/OR SUPERVISOR OF A GROUP. In the case where I am the representative of and/or supervisor of a group of one or more persons to be working in The Gardens, by signing my name and signature to this Release, I represent that I have the authority to act on behalf of each and every member of that group, including myself, to execute this Release on their behalf to abide by the terms of this Release. 6. TERM OF THIS RELEASE AND WAIVER OF LIABILITY. This Release and Waiver shall remain in full force and effect until revoked by Volunteer or upon the suspension or expulsion of the Volunteer as set forth in the Bylaws of The Gardens

Revised 10/4/22