

Fruit Harvest Agreement and Release of Liability

I, _____ [please print name of harvester] understand that _____ [please print name of fruit tree owner], also known as "Owner," has offered to allow me to enter onto his or her property to harvest or retrieve free fruit. In exchange for this privilege, I agree to:

- 1) Abide by any rules or guidelines provided by Owner;
- 2) Use care to avoid damaging Owner's property or trees;
- 3) Respect Owner's privacy;
- 4) Use care to avoid injury to myself; and
- 5) Release Owner from any liability for loss or injury that I may experience in connection with harvesting or eating Owner's fruit.

In particular, I understand and agree to the following:

1. Acknowledgment of Risks Involved in Harvesting Fruit on Another's Property: I acknowledge and understand that there are risks and dangers involved in entering onto the property of another to retrieve or harvest fruit. This includes, but is not limited to: risk of injury from falling branches or fruit, dog bites, falling or tripping on uneven surfaces or debris, and falling from heights, risk of food borne illness arising from eating fruit, and so on. I understand that Owner makes no warranty or representation with regard to the safety of entering his/her yard or of eating the fruit. **I assume all risk of loss, injury, and illness, however caused, arising in connection with the harvest of Owner's fruit.**

2. Agreement to Use Care and Caution, and Respect Owner's Privacy: I agree to use care and caution both to protect myself and to protect the property of Owner. I will not enter any part of Owner's home or yard unless and until I am authorized by Owner to do so. I will walk carefully in Owner's yard, and will not climb Owner's trees or fence in order to retrieve fruit. I will not share the name, address, or any other private information of the Owner with others. To avoid waste, I will pick only fruit that appears mature and ready to be picked and will leave less mature fruit on the tree.

3. Agreement Regarding Use of Ladders: [Please initial one.]

_____ I will not use a ladder in picking fruit. To pick fruit that is beyond my reach, I will use a pole, net, or extension fruit picker.

_____ I have been given permission by the Owner to use a ladder to harvest fruit. I will use great care and caution when using a ladder. I will inspect any ladder before I use it. If I have any doubt or question about the safety or stability of a ladder, I will not use it. I expressly assume all risk of injury, however caused, arising out of the use of a ladder, including but not limited to, injury from tipping or falling, caused by a condition of the ladder, caused by how or where the ladder is positioned or placed, either by myself or others, or caused by act or conduct of mine while using the ladder.

4. Additional Guidelines: I agree to abide by the following additional guidelines when I enter onto Owner's property:

5. Agreement to Release Owner from Liability: In exchange for receiving Owner's permission to enter onto Owner's property and harvest fruit from Owner's yard, **I agree not to make a claim against or sue Owner for injury, loss, or illness that I may experience during the fruit harvest and/or consumption of Owner's fruit, including injury, loss, or illness arising from the active or passive negligence of Owner.** I agree to indemnify, hold harmless, and defend Owner from all claims, liability, or demands that I or any third party may have or in the future make against Owner for injury, loss, or illness arising from harvesting and/or consuming fruit from Owner's trees. This is intended to be a complete release, discharge, and waiver of any and all actions, causes of action, or lawsuits against Owner arising in connection with my presence on Owner's property now and in the future.

6. Owner's Right to Revoke Permission to Harvest: I understand that the Owner may, for any reason and at any time before or after the signing of this Agreement, revoke permission for me to enter onto his or her property and/or harvest fruit.

7. Dispute Resolution: If a dispute arises between Owner and myself, I agree to attempt to resolve it through verbal or written discussion, or through confidential mediation.

8. Additional Terms: If any portion of this Agreement is held by a court to be invalid, it shall be severed and the remaining provisions of the Agreement shall remain in full force and effect. I further agree that this Agreement is binding on my heirs, successors, and assigns.

I have carefully read this Agreement and fully understand it. I am aware that this is a release of liability and a contract between myself and Owner, and I sign it of my own free will.

Harvester Signature: _____ **Date:** _____

Print Name: _____ **Address:** _____

Phone: _____ **Email:** _____