

HIGHLAND'S GIVING GARDEN

PLEASE READ CAREFULLY AND SIGN BELOW

It is understood that I (the applicant) and all whose names appear as additional gardeners cannot participate in gardening activities until this Waiver, and Highland's Giving Garden Rules and Regulations Forms, have been completed and signed.

WAIVER, RELEASE, AND INDEMNITY AGREEMENT

For and in consideration of permitting the undersigned individual(s) to participate in Highland's Giving Garden the undersigned hereby voluntarily forever releases, discharges, holds harmless, waives, and relinquishes any and all actions or causes of action for personal injury, property damage or wrongful death occurring to the undersigned which may arise out of the undersigned's participation as a gardener and activities incidental thereto, for him/herself and his/her heirs, executors, administrators, and assigns. The undersigned further agrees that he/she shall not prosecute or presents any claim for personal injury, property damage, or wrongful death against Highland's Giving Garden, the Highland Congregational Church, or any of their elected officials, volunteers, agents, or employees (herein referred to as Releasees), for any of such causes of action.

The undersigned acknowledges, understands, and assumes the risks inherent in recreation activities, that such activities entail risks of physical injury to his/her person and property, and that the undersigned is participating in the garden with full knowledge of these risks. The undersigned further acknowledges and understands that this waiver includes, but is not limited to, any action arising from (1) the Releasees performance of, or failure to perform maintenance, inspection, supervision, control or security of the property on which the gardening will occur; (2) for the Releasees failure to warn of dangerous conditions existing on or near the property on which the gardening will occur; (3) for any acts or omissions by spectators; (4) for any hidden latent or obvious defects or dangerous conditions existing on or near the property on which the gardening will occur.

IT IS THE INTENTION OF THE UNDERSIGNED BY EXECUTING THIS INSTRUMENT TO EXEMPT AND RELIEVE RELEASEES FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE, AND WRONGFUL DEATH CAUSED BY THE PASSIVE NEGLIGENCE OF THE RELEASEES

The undersigned for him/herself, and his/her heirs, executors, administrators or assigns, agrees that in the event any claim for the undersigned's personal injury, property damage or wrongful death shall be prosecuted against Releasees he/she shall indemnify and save harmless Releasees from any and all claims or causes of action by whomever or wherever made or presented for the undersigned's personal injury, property damage or wrongful death. The undersigned acknowledges that he/she has fully read this Waiver, Release and Indemnity Agreement and has been fully and completely advised concerning the effects of this Waiver, Release, and Indemnity Agreement and is fully aware of the legal consequences of signing this document.

I, the undersigned, agree that while at Highland's Giving Garden, if I engage in any activities, or use the facilities in any manner, I do so at my own risk. This includes, without limitation, use of garden tools, equipment, planting area or walkways, and my participation in any activity, class, program or other instruction now or in the future made available. I agree that I am voluntarily participating in these activities at the garden and voluntarily using the equipment and facilities and assuming all risk of injury, or my contraction of any illness or occurrence of any medical condition that might result there from, or any damage, loss or theft of any personal property, including without limitation, injuries which may occur as a result of use of any facility or its improper maintenance, use of any equipment which may malfunction or break, any negligent instruction or supervision, slipping and falling while at the premises or during an activity, any dangerous conditions as existing on or near said locations, and any injuries caused by bees, vermin or other wildlife.

I have read and received a copy of, and hereby agree to abide by, all of Highland's Giving Garden Bylaws, and Rules and Regulations. I further acknowledge my participation in Highland's Giving Garden will be jeopardized should I fail to adhere to the rules. All participants agree that photographs, digital images or video(s) taken at the Community Gardens may be used for promotional or marketing materials.

Participant's Signature

Date

Parent/Guardian Signature

Date