

WAIVER, RELEASE AND HOLD HARMLESS AGREEMENT THOMPSON'S STATION COMMUNITY GARDEN

In consideration for permission to work as a gardener at the Thompson's Station Community Garden (the "Community Garden"), I, the undersigned, hereby agree for myself and for my personal representatives, heirs and next of kin:

1. To release, waive and discharge the Town of Thompson's Station, and its officers, agents, and employees, (herein referred to collectively as "Town") from any and all claims or demands of any kind and from all liability, penalties, costs, losses, damages, expenses, claims, or judgments (including attorney's fees) resulting from injury, death or damage to any visitor, third parties or property of any kind, which arises out of or is in any way connected directly or indirectly to my participation in the Community Garden. I understand that this release extends to claims that I do not know or do not expect to exist at the time of the signing of this release and assume all risks of my participation in the Community Garden.
2. To protect, hold free and harmless, defend and indemnify the Town from any and all claims or demands of any kind and from all liability, penalties, costs, losses, damages, expenses, claims, or judgments (including attorney's fees) resulting from injury, death or damage to any visitor, third parties or property of any kind, which injury, death or damage arises out of or is in any way connected directly or indirectly to my participation in the Community Garden.
3. To abide by all rules and regulations established by Town for participation in the Community Garden.
4. To utilize organic gardening practices for planting, growing, fertilizers, plant disease management (including herbicides and pesticides), and pest control.
5. To participate in a minimum of 1 volunteer event (i.e. staking plots, hose inspections, burying irrigation lines, maintenance, garden clean up, etc).
6. To keep animals (dogs or cats) away from garden plots.
7. I understand that the Town has the right to revoke, suspend or terminate the permission granted herein for any reason, and without limiting any indemnification obligations or other waivers contained in this permission and as additional consideration for this permission, I fully RELEASE, WAIVE AND DISCHARGE forever any and all claims, demands, rights, and causes of action against, Town, its officers, directors and employees, in the event that Town exercises its right to revoke, suspend or terminate this permission.

Signature: _____

Date _____

GARDENER INFORMATION

Name (print):

Address:

E-Mail:

Telephone: (Day) (Evening)

EMERGENCY CONTACT INFORMATION:

Name:

Relationship

Telephone: (Day) (Evening)