

OAK HILLS COMMUNITY GARDEN PARTICIPATION WAIVER, RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT

In order to participate in the Oak Hills Community Garden, I, the Participant (or the Participant's legal guardian, on the Participant's behalf), agree:

- 1. Safety Rules.** For the safety of myself and others, I will comply with all safety rules and directions at all times on Oak Hills Church property and for activities in which I engage as a community garden participant. I will supervise any participating child or other person for whom I am legally responsible and ensure that those person(s) are following the safety rules and directions. If I become aware of any danger or hazardous condition at the Oak Hills Community Garden, I will alert the garden manager immediately.
- 2. Awareness and Assumption of Risk.** I understand that my participation as a Participant has the inherent risk of death or injury to me and damage to my property. These risks may result not only from my own actions or inactions, including overexertion, but also from the actions or inactions of Oak Hills Church, Oak Hills Church staff, other Participants, or others present while I am engaging in garden activities. These risks may also arise from the condition of the land, or animals or insects present at the site, or the equipment and tools available, or the weather or other environmental or local conditions. I assume full responsibility for any and all risks of death, bodily injury or property damage, including, without limitation, those identified in this Section 3, caused by or arising directly or indirectly from my participation at and with the garden, regardless of the cause, even if that risk or harm is caused by other persons' negligence, whether passive or active.
- 3. Waiver and Release of Claims.** I waive and release any claims against Oak Hills Church, their employees, agents, and the other garden Participants (collectively, the Released Parties), for any liability, loss, damages, or claims resulting from death, or injury to my person or property, caused by or arising directly or indirectly from my presence or participation in the community garden, regardless of the cause and even if caused by the negligence, whether passive or active, of any Released Party or any other person. I agree not to sue any of the Released Parties on the basis of these waived and released claims. I understand that my releases and waivers in this document extend to claims that I do not know of or do not expect to exist at the time I sign this document, and I waive the protections of Section 1542 of the California Civil Code. I understand that Oak Hills Church would not permit me to volunteer without agreeing to these waivers and releases.
- 4. Indemnification.** I will indemnify and hold the Released Parties harmless from and against any and all claims, liabilities, losses, damages, expenses and attorneys' fees (collectively, Losses), including, without limitation, Losses arising from any death, property damage or injury of any nature whatsoever that may be suffered by me or any other person, which may arise directly or indirectly from (i) my presence or participation or (ii) any breach by me of this agreement, except to the extent the liability is caused by the gross negligence or willful misconduct of the relevant Released Party.

Signature: _____ Date: _____

Email Address & Phone Number: _____

Address: _____

If you are under 18, then your legal guardian must consent:

_____ Date: _____