

WAIVER AND RELEASE

VICTORIA PARK COMMUNITY GARDEN

I, _____ *[please print name]*, acknowledge that I will be participating in gardening activities at the Victoria Park Community Garden, Hamilton (the "**Garden**") which will include planting, tending, growing and consuming fruits and vegetables from the Garden. As a gardener in the Garden, I hereby agree that I, my personal representatives, heirs and guests agree to and confirm the following:

1. To release Victoria Park Community Garden Collective and its individual members (collectively the "**Licensee**") who have executed or will execute the licence agreement with the City of Hamilton (the "**Licence Agreement**") from any and all claims of any kind and from all liability, costs, losses, damages or legal fees resulting from injury, death or damage to me or any visitor, or property of any kind, which arises out of or is in any way connected directly or indirectly to my participation in the Garden, whether caused by the Licensee's active or passive negligence or otherwise.
2. To protect, hold free and harmless, defend and indemnify the Licensee from any and all claims or demands of any kind and from all liability, penalties, costs, losses, damages, expenses, claims or judgements (including legal 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 Garden, whether caused by the Licensee's active or passive negligence or otherwise. This indemnity shall include, without limitation, reasonable lawyers', experts' and consultants' fees, investigation costs and all other reasonable costs incurred by the Licensee.
3. To assume full responsibility for myself, my property and my guests while participation in the Garden and using the Garden property.
4. That the Licensee shall not be liable for any damage to my property caused by any cause whatsoever, including weather, accidents or vandalism.
5. I acknowledge that my permission to use the Garden is freely revocable by the Licensee without any compensation, should I be deemed by the Licensee to have contravened the posted rules and regulations. I claim no right to reimbursement or any other form of damages in such case.
6. I assume any and all risks relating to the physical condition of the Premises, including the surface and subsurface conditions thereof.
7. I acknowledge and agree that the City of Hamilton has not given any representation, warranty or condition, as to the state, quality or condition of the Garden, whether with respect to environmental matters or otherwise, or that the Garden is suitable for any particular use or purpose.

8. I agree to assume and be bound by the terms of the Licence Agreement between the Licensee and the City, substantially in the form provided to me, and acknowledge that I have reviewed the contents thereof.

BY SIGNING THIS FORM, I ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND AND AGREE TO THE ABOVE.

Signature: _____

Date: _____

GARDENER INFORMATION:

Name: _____

Address: _____

E-mail: _____

Phone: _____

Plot: _____

Please read the following statements and initial them if you agree to the terms:

- I give permission for the Victoria Park Community Garden Collective to use my photograph for promotional use (e.g. social media, newspaper articles, reports, grant applications, etc.)

Circle one: yes no **Initial:** _____

- I give permission for the Victoria Park Community Garden Collective to share my contact information with other gardeners (email and phone number ONLY) for the purposes of communication.

Circle one: yes no **Initial:** _____

EMERGENCY CONTACT INFORMATION

Name: _____

Address: _____

E-mail: _____

Phone: _____

Relationship: _____

PLEASE RETURN COMPLETED WAIVER TO CUBBY A1 IN THE SHED

A copy of this waiver and release may be provided to the City of Hamilton.