# SAN CARLOS COMMUNITY GARDEN

a California 501(c)(3) nonprofit organization

 **Waiver of Liability, Assumption of Risk, and Indemnity Agreement**

I, \_Click or tap here to enter text.\_\_\_, am a participant in the **San Carlos Community Garden**. As a condition of being allowed to participate in the Community Garden, I acknowledge and agree to the following:

**Wavier:**

I, for myself, my heirs, personal representatives or assigns, **do hereby release, waive, discharge, and covenant not to sue San Carlos Community Garden**, its Leadership, Garden Lease Holders, San Diego Unified School District and their Board members, officers, employees, and agents, Sierra School of San Diego staff and faculties and their parent company, SESI and their officers, employees, and agents from liability for **any and all claims including the negligence of *San Carlos Community Garden*, et al**, resulting in personal injury, accidents or illnesses (including death), and property loss arising from, but not limited to, participation in this Garden.

**Assumption of Risks:**

Participation in the **San Carlos Community Garden** carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks may vary from one activity to another, ranging from 1) minor injuries such as scratches, bruises, and sprains; 2) major injuries such as eye injury or loss of sight, joint or back injuries, heart attacks, and concussions: to 3) catastrophic injuries including paralysis and death.

**I have read the previous paragraphs and I know, understand and appreciate these and other risks that are inherent in a Community Garden. I hereby assert that my participation is voluntary and that I knowingly assume all such risks.**

**Indemnification and Hold Harmless:**

I also agree to INDEMNIFY AND HOLD **San Carlos Community Garden** HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney’s fees brought as a result of my involvement in the Garden and to reimburse them for any such expenses incurred.

**Severability:**

The undersigned further expressly agrees that the foregoing waiver and assumption of risks agreement is intended to be broad and inclusive as is permitted by the law of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

**Acknowledgment of Understanding:**

I have read this waiver of liability, assumption of risk, and indemnity agreement and I fully understand its terms, and I **understand that I am giving up substantial rights, including my right to sue.** I acknowledge that I am signing the agreement freely and voluntarily, and **intend my signature to be a**

**complete and unconditional release of all liability** to the greatest extent allowed by law.

Click or tap here to enter text. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Participant & Date OR Signature of Parent/Guardian if Minor & Date

 Participant’s Age (if a minor) Click or tap here to enter text.