

Gladstone Community Gardening Association

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RELEASE AND WAIVER OF LIABILITY AND INDEMNIFICATION AGREEMENT

READ THIS AGREEMENT CAREFULLY BEFORE SIGNING BELOW. SIGNING BELOW INDICATES YOU HAVE READ, UNDERSTAND, AND AGREE TO THE TERMS OF THIS AGREEMENT. BY SIGNING BELOW, YOU ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES IN CASE OF INJURY, DEATH, OR PROPERTY DAMAGE.

In consideration of being given the opportunity to participate voluntarily in membership in Gladstone Community Gardening Association ('GCGA'), I hereby agree to the following:

- 1. GARDENING.** I understand that gardening in which I voluntarily choose to participate will involve entering onto publicly owned real property (the 'Premises') to garden the 'Gardening'. The Gardening may involve risks, further described below. I agree that this Release and Waiver of Liability and Indemnification Agreement (the 'Agreement') will remain in effect for all GCGA activities in which I participate.
- 2. RELEASE AND WAIVER OF LIABILITY.** I release, discharge, and covenant not to sue (A) GCGA or any of its volunteers, leaders, independent contractors, agents, officers, directors, and subsidiaries; and (B) the owner of the Premises or any of its employees, independent contractors, agents, and directors, (hereinafter the 'Released Parties') for any losses, liabilities, damages, claims, demands, expenses, or costs that I may incur and which arise out of or are related to my participation in the Gardening, the condition of the Premises, or any act, omission, or negligence of the Released Parties.
- 3. RISKS.** I acknowledge that there are risks and dangers associated with entering onto the Premises and participating in the Gardening. These risks and dangers include, but are not limited to, the following: food-borne illnesses, physical injury, death, and damage to my property; insect bites or stings; conditions on the Premises including uneven ground, ditches, and chemicals; carrying heavy objects like tools or produce; my own actions or inactions; the actions or inactions of other participants and members; and the negligence of the Released Parties (the 'Risks'). I assume and accept the Risks and all responsibility for any losses, liability, damages, claims, demands, or costs that I may incur as a result of or related to my participation in the Activity.
- 4. INDEMNIFICATION.** I further agree that if, despite this Agreement, I or anyone on my behalf, makes a claim against any of the Released Parties, I will indemnify, save, and hold harmless each of the Released Parties from losses, liability, damages, claims, demands, expenses, or costs that any of the Released Parties may incur as a result of any such claim. I agree to indemnify, save, and hold harmless each of the Released Parties from losses, liability, damages, claims, demands, expenses, or costs that any of the Released Parties may incur as a result of my participation in the Gardening.
- 5. RULES AND INSTRUCTIONS.** I agree to follow all policies, rules, regulations, and instructions of GCGA's volunteers and agents with respect to my participation in the Gardening. I further agree that while participating in the Gardening I will refrain from conducting the Gardening in an unlawful manner. I recognize that violations may result in my immediate expulsion from the Premises and revocation of the privileges given to me by GCGA to participate in the Gardening.
- 6. BINDING EFFECT.** This Agreement is binding on and inures to the benefit of the parties and their respective heirs, next of kin, spouse, agents, personal representatives, successors, and assigns.
- 7. AMENDMENTS.** This Agreement may be amended only by an instrument in a signed writing executed by me and GCGA, which writing must refer to this Agreement.

8. CONSTRUCTION. The captions used in this Agreement are provided for convenience only and will not affect the meaning or interpretation of any provision of this Agreement. All references in this Agreement to 'Section' or 'Sections' without additional identification refer to the Section or Sections of this Agreement. All words used in this Agreement will be construed to be of such gender or number as the circumstances require. Whenever the words 'include' or 'including' are used in this Agreement, they will be deemed to be followed by the words 'without limitation.'

9. ELECTRONIC SIGNATURES. Electronic transmission or signatures of any document, and retransmission of any electronically signed transmission, will be the same as delivery of an original. At the request of GCGA, I agree to confirm electronically transmitted signatures by signing an original document.

10. FURTHER ASSURANCES. I agree to execute and deliver such other documents and to do and perform such other acts and things as any other party may reasonably request to carry out the intent and accomplish the purposes of this Agreement.

11. GOVERNING LAW. This Agreement will be governed by and construed in accordance with the laws of the state of Oregon, without regard to conflict-of-laws principles.

12. ATTORNEY FEES. If any arbitration, suit, or action is instituted to interpret or enforce the provisions of this Agreement, to rescind this Agreement, or otherwise with respect to the subject matter of this Agreement, the party prevailing on an issue will be entitled to recover with respect to such issue, in addition to costs, reasonable attorney fees incurred in the preparation, prosecution, or defense of such arbitration, suit, or action as determined by the arbitrator or trial court, and, if any appeal is taken from such decision, reasonable attorney fees as determined on appeal.

13. SEVERABILITY. If any provision of this Agreement is deemed to be invalid or unenforceable in any respect for any reason, the validity and enforceability of such provision in any other respect and of the remaining provisions of this Agreement will not be impaired in any way.

14. ENTIRE AGREEMENT. This Agreement (including the documents and instruments referred to in this Agreement) constitutes the entire agreement and understanding of the parties with respect to the subject matter of this Agreement and supersedes all prior understandings and agreements, whether written or oral, among the parties with respect to such subject matter.

I HAVE READ THIS AGREEMENT. I CERTIFY THAT I AM OF LEGAL AGE AND CAPACITY TO ENTER INTO THIS AGREEMENT. I FULLY UNDERSTAND THE TERMS OF THIS AGREEMENT. I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY ENTERING INTO THIS AGREEMENT BY SIGNING BELOW. I AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE, AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE AND WAIVER OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

MEMBER

CO-MEMBER

Name (print): _____

Name (print): _____

Signature: _____

Signature: _____

Dated: _____

Dated: _____

SIGN & RETURN WITH YOUR REGISTRATION FORM