



A Committee of the Community Foundation for Oak Park
A Charitable Non-Profit Corporation
P.O. Box 533, Agoura, California 91376-0533

RELEASE AND WAIVER OF ALL LIABILITY AND ASSUMPTION OF RISK AGREEMENT

By signing this application, I agree to release Oak Park Community Garden, its agents, its employees and its certified volunteers from and against any claim arising from my or my household's participation in the program noted on this registration form. I agree to indemnify and hold Oak Park Community Garden harmless from and against any claims, whether caused by passive negligence or otherwise. I will pay all costs incident to any claim, including, without limitation, attorney's fees. I agree that this agreement is intended to be as broad and inclusive as permitted by the law of the State of California.

FOR GOOD AND VALUABLE CONSIDERATIONS, including permission to participate in Oak Park Community Garden gardening and related activities, I, for myself, my successors, heirs, assigns, executors, administrators, spouse and next of kin:

1. Agree that prior to participating I will inspect the facilities, equipment and areas to be used, and, if I believe any of them are unsafe, I will immediately advise the person supervising Oak Park Community Garden, activity, facility or areas;
2. Acknowledge that I fully understand that my participation may involve risk of serious injury or death, including economic losses, which may result not only from my own actions, inactions or negligence, but also from the actions, inactions or negligence of others and the condition of the facilities, equipment or areas where the Oak Park Community Garden or activity is being conducted;
3. Assume any and all risks of bodily injuries to myself, including medical or hospital bills, permanent or partial disability, death and damages to my property, caused by or arising from my participation in this event or activity;
4. Covenant not to use, or present any claim for personal injury, property damage or wrongful death against Oak Park Community Garden (and their officers, employees and agents) or the owner of the gardening project property for damages attributable to my participation in the Oak Park Community Garden activity;
5. Release, waive, discharge and relinquish Oak Park Community Garden (and their officers, employees and agents) and the gardening project property owner from any liability, loss, damage, claim, demand or cause of action against them whether same shall arise by their negligence or otherwise;



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6. Agree that photographs, pictures, slides, movies or videos of me may be in connection with my participation in this event or activity without compensation from Oak Park Community Garden (or Permittee/Sponsor) and consent to the use of these photographs, pictures, slides, movies or videos for any legal purpose;
7. Warrant that I am in good health and have no physical condition that would prevent me from participating in this event or activity;
8. Acknowledge that the owner of the gardening site property Rancho Simi Recreation and Park District, and Oak Park Community Garden are not joint sponsors, joint ventures, partners or otherwise jointly engaged in the above-named event or activity.

THIS DOCUMENT RELIEVES OAK PARK COMMUNITY GARDEN, AND OTHERS FROM LIABILITY FOR BODILY INJURY, WRONGFUL DEATH AND PROPERTY DAMAGE BY NEGLIGENCE. I HAVE READ THIS DOCUMENT, UNDERSTAND THAT I GIVE UP SUBSTANTIAL RIGHTS AND ASSUME ALL RISKS BY SIGNING IT AND SIGNED VOLUNTARILY.

NAME

ADDRESS

SIGNATURE

SIGN HERE

DATE

PARCEL NUMBER