



## Waiver and Release of Liability

In consideration of the risk of injury or illness that exists while participating in gardening, weeding or landscaping activities (hereinafter “the Activity”) and in consideration of my desire to participate in said Activity,

I hereby, for myself, my heirs, executors, administrators, assigns or personal representatives (hereinafter collectively “Releasor” “I” or “me,” which terms shall also include Releasor’s parents or legal guardians if Releasor is under 18 years of age), knowingly and voluntarily enter into this WAIVER AND RELEASE OF LIABILITY and hereby waive any and all rights, claims or causes of action of any kind arising out of my participation in the Activity; and

I hereby release and forever discharge Wild Cohasset, a 501 (c) 3 charity headquartered in Cohasset, Ma, its affiliates, members, agents, staff, volunteers, heirs, representatives, Board of Directors, successors and assigns (collectively “Releasees”) from any physical or psychological injury that I may suffer as a direct result of my participation in the aforementioned Activity.

**I am voluntarily participating in the aforementioned Activity entirely at my own risk. I am aware of the risks associated with participating in this Activity which may include, but are not limited to, accidents, injury related to tripping and falling on uneven ground or the handling of scissors or garden shears, allergic reactions to poison ivy, poison oak or poison sumac, or tick-borne illness such as Lyme Disease. I realize that these and other outcomes could result from my own or others’ negligence, conditions related to travel to and from the Activity, or from conditions at the Activity location. Nonetheless, I assume all related risks, both known and unknown to me, of my participation in this activity.**

I further agree to indemnify and hold harmless the Releasees against any and all claims, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorney’s fees and any related costs.

In the event that I should require medical care or treatment, I authorize Wild Cohasset to provide all emergency medical care deemed necessary and I further agree to be financially responsible for any costs incurred as the result of such treatment. I am aware and understand that I should carry my own medical insurance.

I hereby acknowledge that I have carefully read this **Waiver and Release of Liability** and fully understand that it is a release of liability.

I agree that this Release shall be governed for all purposes by Massachusetts law, without regard to any conflict of law principles. Any action brought by any party hereto shall be brought within the Commonwealth of Massachusetts, County of Norfolk. This waiver and release of liability shall remain in effect for the duration of my participation in the Activity, during this and all subsequent events of participation.

In the event of emergency, please contact the following person(s) in the order presented:

<u>Emergency Contact</u>	<u>Relationship to Me</u>	<u>Contact Telephone</u>
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_____	_____	_____
_____	_____	_____
_____	_____	_____

I, the undersigned, affirm that I understand that this is a binding contract and that I am signing it of my own free will.

Name: \_\_\_\_\_

Signature \_\_\_\_\_

Date: \_\_\_\_\_

**PARENT/GUARDIAN WAIVER FOR MINORS**

In the event that the participant is under the age of consent (18 years of age), then this release must be signed by a parent or legal guardian, as follows:

I hereby certify that I am the parent or legal guardian of

\_\_\_\_\_  
(name of participant)

and do hereby give my consent without reservation on behalf of this individual

Parent/guardian name: \_\_\_\_\_

Relationship to Participant: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_