

CITY OF WHEATLAND
INDEMNIFICATION AND RELEASE

I, _____, am a lessee or other authorized participant in the Wheatland Community Garden Association. As a condition of being allowed to participate in the Wheatland Community Garden Association, I agree to the following:

1. I am fully aware of the fact that there are special dangers and risks inherent in this activity, including, but not limited to, exposure to pesticides, insect and animal bites, trip and fall hazards which could result in serious physical injury, death or other harmful consequences that may arise or result directly or indirectly to me from my participation in this activity. I assume any expenses and liabilities I incur in the event of any accident, illness or other incapacity.

2. I understand and agree that neither the City of Wheatland nor any of its officers, agents, volunteers or employees shall be held responsible or made the subject of any claim for damages or liability arising from bodily injury, property damage or loss of any sort to me, my guests or any other person or loss of any other kind arising out of or related to my participation in the Wheatland Community Garden, whether or not the result of negligent acts or omissions of the City of Wheatland. **I HEREBY AGREE TO RELEASE, INDEMNIFY AND HOLD HARMLESS THE CITY OF WHEATLAND, ITS OFFICERS, AGENTS, VOLUNTEERS AND EMPLOYEES FROM ANY SUCH CLAIM, DAMAGE, LIABILITY OR LOSS.** I further understand and agree that this waiver, release, and assumption of risks is to be binding to my heirs and assigns.

I represent and certify that my true age is 18 years or older or, if I am under 18 years old on this date, my parent or legal guardian has read and signed this form. I have read this entire Release, fully understand it, and I agree to be legally bound by it.

Participant's Signature _____

Printed Name _____ Date _____

Parent/Guardian's Signature _____

Printed Name _____ Date _____