

City of North Lauderdale Community Garden Waiver of Liability

We hope your gardening experience is safe and rewarding, but accidents can happen. The following waiver must be signed by all gardeners and volunteers to protect the City of North Lauderdale from liability.

Waiver: In consideration of being permitted to participate in any way in the City of North Lauderdale Community Garden I, for myself, my heirs, personal representatives or assigns, do hereby release, waive, discharge, and covenant not to sue the City of North Lauderdale or its employees, volunteers and agents from liability from any and all claims resulting in personal injury, accidents or illnesses (including death), and property loss arising from, but not limited to, participation in the Community Garden. (Initials _____).

Indemnification and Hold Harmless: I also agree to INDEMNIFY AND HOLD the City of North Lauderdale and its employees, volunteers and agents 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 Community Garden and to reimburse them for any such expenses incurred (Initials _____).

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

Photo Release: I authorize City of North Lauderdale to use my or my child's photo in any manner City of North Lauderdale desires, for advertising, display, audio-visual, exhibition or editorial use (Initials _____).

Acknowledgment of Understanding: I have read this waiver of liability, fully understand its terms, and 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 by my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

Participant Name

Date

Parent or Guardian (if student is under 18): I am the parent or legal guardian of the above named minor child and, as such, I am authorized to enter into this agreement. I agree that my minor child and I are bound by and subject to the terms of this agreement. I understand that my signature here reflects my agreement to hereby release, waive, discharge, and covenant not to sue the City of North Lauderdale or its employees, volunteers and agents from liability from any and all claims resulting in personal injury, accidents or illnesses (including death), and property loss arising from, but not limited to, participation in the Community Garden.

Parent/Guardian Name

Parent/Guardian Signature

Date

Witness Print

Witness Signature