

GROUP WAIVER

RELEASE, WAIVER OF LIABILITY AND INDEMNIFICATION AGREEMENT

The City desires to partner with the Garden Group in the development and maintenance of a community garden on the assigned parcel pursuant to the City of Richmond Community Garden Program: Richmond Grows Gardens.

The Garden Group understands that participation in the Community Garden Program may be of a hazardous nature and/or include physical and/or strenuous exercise or activity; that serious accidents occasionally occur during this activity; and that participants in a gardening activity occasionally sustain mortal or personal injuries and/or property damages as a consequence thereof. Knowing the risks involved, nevertheless, the Garden Group voluntarily applied to participate in the City of Richmond Community Garden Program and agrees to abide by the Richmond Grows Gardens Rules and Guidelines.

The Garden Group assumes any and all risks and releases, waives, and discharges the City of Richmond, its Mayor, Members of Council, officers, agencies, departments, employees, volunteers, and agents, hereinafter "Releasees" from and against any and all claims for damages for personal injury, death, or property damage which may arise out of the negligence or carelessness on the part of the Releasees as a result of the Garden Group's participation in the City of Richmond Community Garden Program.

The Garden Group further assumes the responsibility for obtaining and forwarding the original fully executed Individual Release, Waiver and Indemnification Agreement ("Agreement") to the City of Richmond Garden Coordinator for each participant in the Garden Group's community garden within seven (7) calendar days of the individual's agreement to participate. The Garden Group understands that failure to timely provide the Agreement to the Community Garden Coordinator will result in the Garden Group being solely responsible for the defense of and compensation for any and all personal injuries and/or property damage sustained as a result of an individual's participation in the Community Garden Program.

The Garden Group understands and agrees that this Release, Waiver, and Indemnification Agreement is binding on its members, agents, and employees, their heirs, next of kin, personal representatives, executor, administrator, successors, and assigns.

The Garden Group further agrees to defend, save harmless, indemnify and hold the Releasees free from any loss, liability, damage cost, or expense which may be incurred by the Garden Group, its agents and/or employees or any third party connected with participation in the City of Richmond Community Garden Program.

The Garden Group understands that the duty to defend, save harmless, indemnify Releasees shall not constitute a waiver in whole or in part of sovereign immunity, that it shall be effective during

the entire Growing Season; that it shall be construed in accordance with the law of the Commonwealth of Virginia; and that if any terms or provisions are held illegal, unenforceable, or in conflict with any laws, the validity of the remaining portions shall not be affected thereby.

Site Number

Site Address

Print Name (Authorized Representative)

Name of Garden Group

Signature of Authorized Representative

Date