

INDIVIDUAL WAIVER

RELEASE, WAIVER OF LIABILITY AND INDEMNIFICATION AGREEMENT

In consideration for being permitted to participate in the City of Richmond Community Garden Program: Richmond Grows Gardens sponsored by (name of Garden Group _____), I hereby release, waive, and discharge any and all claims for damages for personal injury, death, or property damage which I may have or which may hereafter accrue as a result of my participation. This release is intended to discharge the City of Richmond, its Mayor, Members of Council, officers, agencies, departments, employees, volunteers, and agents, hereinafter "Releasees" from and against any and all liability arising out of negligence or carelessness on the part of the Releasees.

I understand the nature and scope of the activity and agree to abide by the Richmond Grows Gardens Rules and Guidelines. I understand that the my 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, I have voluntarily applied to participate in the City of Richmond Community Garden Program, and I hereby assume any and all risks of injury or death and agree to release and hold harmless the Releasees who through negligence, carelessness, or any other act or omission might otherwise be liable to me.

I further agree to indemnify and to hold the Releasees free and harmless from any loss, liability, damage cost, or expense which may be incurred by me or any third party as a result of any personal injury, property damage or consequence thereof connected with my participation in the City of Richmond Community Garden Program.

I understand and agree that this release, waiver, and indemnification agreement is to be binding on my heirs, next of kin, personal representatives, executor, administrator, successors, and assigns.

I further understand that acceptance of this signed Release, Waiver of Liability, and Indemnification Agreement shall not constitute a waiver in whole or in part of sovereign immunity, that it shall be effective during the entire period of my participation in the City of Richmond Community Garden Program; 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.

I have carefully read this Release, Waiver of Liability, and Indemnification Agreement, and fully understand its contents. I am aware that this is a release of liability and a contract between me and the City of Richmond.

Site Number

Site Address

Print Participant Name

Age (if under 18 years)

Signature of Participant

Date

**Signature of Minor (under 18 years)
participant's Father/Mother/Legal Guardian**

Date

Street Address City, State, Zip Code

Telephone Number