

WAIVER, RELEASE, HOLD HARMLESS AND ACKNOWLEDGEMENT OF RISK
AGREEMENT, Goldenrod Community Garden, Ottawa, Ontario

I, (insert full name) _____ acknowledge that I will be participating in gardening activities at the Goldenrod Community Garden at the Goldenrod and/or Parkdale-Bullman Temporary Community Garden sites (referred to in the rest of this document as Goldenrod Community Garden) which may include: building, maintaining, planting, tending, growing and consuming produce; attending events; and/or improving the garden site(s). As a volunteer, member or gardener in the Goldenrod Community Garden I hereby agree that I, my personal representatives, heirs, and guests, agree and confirm the following:

1. To release Goldenrod Community Garden (GCG), NCC, Just Food and any of its representatives from any and all claims of any kind and from all liability, costs, losses, damages, or legal fees resulting from injury, death or damage to me or any visitor, or property of any kind, which arises out of or is in any way connected directly or indirectly to my participation in the Goldenrod Community Garden, whether caused by GCG Board of Directors and GCG Committee member's active or passive negligence or otherwise.
2. To protect, hold free and harmless, defend and indemnify the GCG Board of Directors and GCG Committee members from any and all claims or demands of any kind and from all liability, penalties, costs, losses, damages, expenses, claims, or judgments (including lawyer's fees) resulting from injury, death or damage to any visitor, third parties or property of any kind, which injury, death or damage arises out of or is in any way connected directly or indirectly to my participation in the Goldenrod Community Garden, whether caused by GCG Board of Directors and GCG Committee member's active or passive negligence or otherwise. This indemnity shall include, without limitation, reasonable lawyers', experts' and consultants' fees, investigation costs, and all other reasonable costs incurred by the GCG Board of Directors and GCG Committee members.
3. To assume full responsibility for myself, my property, and my guests while participating in the Goldenrod Community Garden and using the Garden property.
4. That GCG shall not be liable for any damage to my property caused by any cause whatsoever, including weather, accidents, or vandalism.
5. I acknowledge that my permission to use the Goldenrod Community Garden is freely revocable by the GCG Board of Directors without any compensation, should I be deemed by the Goldenrod Community Garden Board of Directors to have contravened the provided Garden Rules. I claim no right to reimbursement or any other form of damages in such a case.
6. I assume any and all risks relating to the physical condition of the Premises, including the surface and subsurface conditions thereof.

**BY SIGNING THIS FORM, I ACKNOWLEDGE THAT I HAVE READ,
UNDERSTAND AND AGREE TO THE ABOVE.**

Signature:

Date