

AGREEMENT, WAIVER AND RELEASE

In consideration for being permitted by the Community Garden Coalition, a coalition consisting of the Cleveland County Disability Coalition and its partner agencies Norman United Way and Sooner Success and their officers, employees, and agents and the Coalition's Lessor, Community Services Building, Inc., and its officers, employees, and agents, ("CGC and/or the others") to participate in Community Garden activities on land leased from Community Services Building, Inc., the undersigned hereby waives, releases, discharges any and all claims for damage for personal injury, death or property damage that the undersigned may have, or which may hereafter accrue to the undersigned or the undersigned's representatives, heirs or assigns, arising from, as a result of, or in connection with participation in said activity. The undersigned also covenants not to sue CGC and/or the others for any damage for personal injury, death or property damage that the undersigned may have, or which may hereafter accrue to the undersigned or the undersigned's representatives, heirs or assigns, arising from, as a result of, or in connection with participation in said activity. This agreement, waiver and release is intended to fully release and discharge in advance any and all liability arising out of or connected in any way with the undersigned's participation in said activity, even though that liability may arise out of negligence or carelessness on the part of CGC and/or the others or out of any condition of the property where the Community Garden activities take place. It is understood that this activity involves an element of risk and danger of accidents and knowing those risks the undersigned hereby assume those risks. It is further agreed that this agreement, waiver, release and assumption of risk is to be binding on the undersigned's representatives, heirs and assigns. The undersigned agrees to indemnify and to hold CGC and the others harmless from any loss, liability, damage, cost, or expense which they or any of them may incur as the result of the undersigned's death or any injury or property damage that the undersigned may sustain or cause (i) while participating in said activity, and/or (ii) while in or on the property where the Community Garden activities take place. The undersigned further agrees that photos and likenesses of the undersigned may be used in related publications and websites.

I HAVE CAREFULLY READ THIS AGREEMENT, WAIVER, AND RELEASE AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN THE UNDERSIGNED AND THE CGC AND THE OTHERS AND I SIGN IT OF MY FREE WILL.

Participant

Signature

Print name

Parent/Guardian

I hereby consent to my son/daughter, _____ (print name), participating in the above activity, and I hereby execute the Agreement, Waiver, and Release on his/her behalf. I hereby agree to be bound by the provisions above and to indemnify and hold CGC and the others free and harmless from any loss, liability, damage, cost, or expense that they may incur as a result of the death or any injury or property damage that said _____ (print name) may sustain or cause while participating in said activity.

Signature

Print name