



Town of Cottage City

WAIVER & RELEASE

For use of the Community Garden Site

1. I desire to participate voluntarily in the gardening and other activities sponsored and coordinated by the Cottage City Community Garden (CCCG) or other group by whatever name known on the Town of Cottage City's community garden site located at 4222 Cottage Terrace (sometimes known as the "Garden" or "Community Garden").

2. I understand, accept, and assume the risks associated with participation in any and all activities. I also assume the responsibility of conducting myself in a civil manner that is mutually beneficial to all participants. Unacceptable conduct generally includes, but is not limited to, vegetable theft, tool theft, profanity, and any offensive behavior.

3. I assume full responsibility for any injuries which may occur to me, as well as the safety of my family and guests, and do hereby fully and forever discharge and release the Town of Cottage City (the community garden site Landowner) and CCCG (the Sponsor) their elected or appointed officials, employees, board members, officers, agents, authorized volunteers, representatives, consultants, insurers and sureties, and their successors and assigns (collectively, the "Released Parties") from any "Claims." "Claims," as used in this document, mean any and all claims, demands, damages, rights of action or causes of action, present or future, whether the same be known, anticipated or unanticipated, resulting from or arising out of my presence or the presence of my family members and guests at the garden, activities at the garden, the use or intended use of the garden, and/or participation in activities connected with CCCG or the Town's property including, without limitation, any of the foregoing resulting from or arising out of the negligence of a Released Party. Further, I hereby waive any and all Claims against a Released Party.

4. I expressly acknowledge that participation in the Community Garden is for my purposes and convenience and not for the purpose and convenience of any one or more of the Released Parties.

5. In the event that a dispute arises between gardeners or between a gardener(s) and the designated garden steering committee, governing body, another gardener(s) or its designated leaders, and a resolution of the dispute cannot be reached by these parties, I agree to have Town act as the arbitrator of the dispute, and I further agree to adhere to the Cottage City Commission's decision as final.

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 TOWN OF COTTAGE CITY AND ME, AND I SIGN IT OF MY OWN FREEWILL. I ALSO HAVE READ AND FULLY UNDERSTAND THE RESPONSIBILITIES AND REQUIREMENTS UNDER THE TOWN'S ORDINANCE #2020-05, AS AMENDED. (Each participant must personally sign).

Signature: _____ Date: _____

Telephone No. _____ Email: _____

Address: Street _____, City _____, Zip _____