



RELEASE AND WAIVER OF LIABILITY
ASSUMPTION OF RISK AND INDEMNITY
AND PARENTAL CONSENT AGREEMENT

APEX UNITED METHODIST CHURCH COMMUNITY GARDEN

In consideration of being permitted to participate in any way at the Apex UMC Community Garden, I, for myself and for my personal representatives, assigns, heirs and next of kin:

1. Acknowledge, agree and represent that I understand the nature of outdoor gardening and that I am qualified, in good health, and in proper physical condition to participate in the Apex UMC Community Garden.
2. Fully understand that participating in the Apex UMC Community Garden involves risks that could possibly result in bodily injury to me; that these risks and dangers may be caused by my own actions or inactions, the actions or inactions of others participating in the Apex UMC Community Garden, the conditions under which such participation takes place or the negligence of the owners/operators of the Apex UMC Community Garden; and that there may be other risks either not known to me or not readily foreseeable at this time.
3. Fully accept and assume all such risks and responsibility for losses, costs and/or damages that I may incur as a result of my participation, or/or the participation of the minor specified below, in the Apex UMC Community Garden.
4. Hereby RELEASE, DISCHARGE AND COVENANT NOT TO SUE the owner of the property on which the Apex UMC Community Garden is located; such owner's administrators, agents, employees or personal representatives; any administrators, directors, officers, agents, members, employees, volunteers or any other persons affiliated with Apex UMC or The United Methodist Church, including all of its various divisions; any other participants at the Apex UMC Community Garden, any sponsors, advertisers and, if applicable, any lessors of the property on which the Apex UMC Community Garden is located (herein collectively referred to as "Releasees"), FROM ANY AND ALL LIABILITY, CLAIMS, DEMANDS, LOSSES OR DAMAGES ON MY ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE ABOVE RELEASEES OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS, AND I FURTHER AGREE that if, despite this WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, I or anyone on my behalf makes a claim against any of the Releasees, I WILL INDEMNIFY, SAVE AND HOLD HARMLESS EACH OF THE RELEASEES from any litigation expense, attorneys' fee, loss, liability, damage or cost which may be incurred as a result of such claim.

I have read this agreement, fully understand its terms, understand that I have given up substantial rights by signing it and have signed it freely and without inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this agreement is held to be invalid, the balance shall nonetheless continue in full force and effect.

Printed name of Participant: _____ DOB: _____
Address: _____ City: _____ ZIP _____
Phone: _____ E-mail: _____
Participant's Signature (18 and over) _____
Date: _____

I have read this agreement, fully understand its terms, understand that I have given up substantial rights by signing it and have signed it freely and without inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this agreement is held to be invalid, the balance shall nonetheless continue in full force and effect.

Printed name of Participant: _____ DOB: _____
Address: _____ City: _____ ZIP _____
Phone: _____ E-mail: _____
Participant's Signature (18 and over) _____
Date: _____

MINOR RELEASE

And I, the Minor's Parent and/or Legal Guardian, understand the nature of participating in outdoor gardening and the Minor's experience and capabilities, and believe the Minor to be qualified, in good health, and in proper physical condition to participate in the Apex UMC Community Garden. I hereby release, discharge, covenant not to sue and agree to indemnify and save and hold harmless each of the Releasees from all liability claims, demands, losses, or damages on the Minor's account caused or alleged to be caused in whole or in part by the negligence of the Releasees or otherwise, including negligent rescue operations and further agree that if, despite this Release, I, the Minor, or anyone of the Minor's behalf makes a claim against any of the Releasees named above, I will indemnify, save and hold harmless each of the Releasees from any litigation expense, attorneys' fee, loss, liability, damage or cost which may be incurred as the result of such claim.

I hereby give my permission for myself/my child to be photographed, videotaped and/or audiotaped during activities at the Apex UMC Community Garden. I further give permission for such materials to be used in print or broadcast media as deemed appropriate by Apex UMC.

Printed Name of Minor: _____ DOB: _____
Printed Name of Minor: _____ DOB: _____
Printed Name of Minor: _____ DOB: _____
Printed Name of Minor: _____ DOB: _____
Printed Name of Minor: _____ DOB: _____
Address: _____ City: _____ ZIP _____
Parent/Guardian Signature: _____ Date: _____
Emergency Contact: _____ Phone: _____