

RELEASE OF LIABILITY/INDEMNITY CLAUSE

By signing this waiver, I agree to release FARM LOT 59, its agents, its employees, and its volunteers from and against any claim or injury arising from my personal participation or my child's participation in the program noted on this form. I agree to indemnify and hold FARM LOT 59 harmless from and against any claims or injuries, whether caused by passive negligence or otherwise.

I understand that although FARM LOT 59 has taken steps to provide appropriate equipment so participants can enjoy activities in which they may not be skilled, these activities are not without risk. The same elements that contribute to the unique character of these activities can cause loss or damage to my equipment, accidental injury or illness, or, in extreme cases, permanent trauma or death.

FARM LOT 59 does not want to frighten its participants or reduce their enthusiasm for these activities; however, thinks it is important for participants to know in advance what to expect and to be informed of the risks involved.

For the safety of myself and others, I will comply with FARM LOT 59's safety rules and directions at all times on FARM LOT 59 sites and for activities in which I engage as a FARM LOT 59 volunteer. I will supervise any participating child or other person for whom I am legally responsible and ensure that those person(s) are following the safety rules and directions of FARM LOT 59. If I become aware of any danger or hazardous condition at FARM LOT 59 program sites, I will alert FARM LOT 59 staff immediately.

Participation in the events or activities involves farm work and/or harvesting work which includes physical labor, and among other things, may include exposure to farming and harvesting tools and agricultural chemicals. The participant may engage in strenuous and/or prolonged physical exertion which may reveal previously unknown health problems or make known health problems worse.

The participant can be injured by natural hazards including: animals, insects, toxic plants, and falling trees or fruit. Objects may fall and strike participants while they engage in the events or projects. Participants may be walking over loose rocks. They risk injury from falling down, as well as abrasions, ankle and knee injuries, and fractures. A participant choosing to climb a tree or use a ladder during the event or project risks falling from a high altitude.

I voluntarily agree to pay all costs incident to any claim or injury, including, without limitation, attorneys' fees and costs.

I agree that this agreement is intended to be as broad and inclusive as is permitted by the law of the State of California and his agreement shall be interpreted pursuant to the laws of the State of California.

FOR permission to participate in FARM LOT 59 gardening, farming, volunteering, and related activities, I, for myself, my successors, heirs, assigns, executors, administrators, spouse, children and next of kin:

1. Agree that prior to participating I will inspect the facilities, equipment and areas to be used, and, if I believe any of them are unsafe, I will immediately advise the person supervising the FARM LOT 59 activity, facility or areas;
2. Acknowledge that I fully understand that my participation, or the participation of my child, may involve risk of serious injury or death, including economic losses, which may result not only from my own actions, in-actions or negligence, but also from the actions, in-actions or negligence of others and the condition of the facilities, equipment or areas where the FARM LOT 59 activity is being conducted;

3. Assume any and all risks of bodily injuries to myself, or my child, including medical or hospital bills, permanent or partial disability, death and damages to my property, caused by, or arising from, my participation in this event or activity;
4. Covenant not to use, or present, any claim for personal injury, property damage or wrongful death against FARM LOT 59 (and their officers, employees and agents) or the owner of the gardening/farming project property for damages attributable to my participation in the FARM LOT 59 activity;
5. Release, waive, discharge and relinquish FARM LOT 59 (and their officers, employees and agents) and the gardening/farm project property owner from any liability, loss, damage, claim, demand or cause of action against them whether same shall arise by their negligence or otherwise;
6. Agree that photographs, pictures, slides, movies or videos of me may be in connection with my participation in this event or activity without compensation from FARM LOT 59 (or Permittee/Sponsor) and consent to the use of these photographs, pictures, slides, movies or videos for any legal purpose;
7. Warrant that I, and my child, are in good health and have no physical condition that would prevent me, or my child, from participating in this event or activity;
8. I understand that the description of these risks is not complete and that other unknown or unanticipated risks, inherent and otherwise, may be encountered and may result in injury or death. My participation in this event or project is purely voluntary, and I elect to participate in spite of the risks.

I AFFIRM THAT I HAVE THE ABILITY TO READ AND WRITE IN THE ENGLISH LANGUAGE, HAVE HAD MY QUESTIONS ANSWERED TO MY SATISFACTION, HAVE READ THIS DOCUMENT, UNDERSTAND THAT I GIVE UP SUBSTANTIAL RIGHTS AND ASSUME ALL RISKS BY SIGNING IT AND AFFIX MY SIGNATURE FREELY AND VOLUNTARIILY.

Signature	Date
Print Name	
Email address	Phone Number
Street Address	
City	Zip Code

If you are under 18, then your legal guardian must consent:

Name of Child Participant	
Signature	Date
Print Name	