

WAIVER, RELEASE, HOLD HARMLESS AND ACKNOWLEDGEMENT OF RISK AGREEMENT
Rehoboth United Reformed Church Community Garden
77 Glanaster Rd, Ancaster, ON L9G 3K9

I, (insert full name) _____ acknowledge that I will be participating in gardening activities at the Rehoboth United Reformed Church Community Garden (the "Premises") which will include planting, tending, growing and consuming fruits and vegetables from the site. As a gardener in the Premises, I hereby agree that I, my personal representatives, heirs, and guests, agree and confirm the following:

- To release Rehoboth United Reformed Church (the Landowner), and any of its representatives (including the Rehoboth United Reformed Church Gardening Committee) 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 Premises, whether caused by active or passive negligence or otherwise.
- To protect, hold free and harmless, defend and indemnify the Landowner 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 Premises, whether caused by the 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 Landowner.
- To assume full responsibility for my self, my property, and my guests while participating in the Premises and using the Garden property.
- That the Landowner shall not be liable for any damage to my property caused by any cause whatsoever, including weather, accidents, or vandalism.
- I acknowledge that my permission to use the Premises is freely revocable by the Rehoboth United Reformed Church Gardening Committee without any compensation, should I be deemed by the Rehoboth United Reformed Church Gardening Committee to have contravened the posted Rules and Regulations. I claim no right to reimbursement or any other form of damages insuch a case.
- 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 _____

Gardener Information

Name: _____

Address: _____

E-Mail: _____

Phone: _____

Emergency Contact Information:

(relationship) _____