

WAIVER AND RELEASE OF LIABILITY FOR BISBEE COMMUNITY GARDEN VOLUNTEER WORK

In consideration of the risk of injury while participating in **community garden volunteer work** (the "Activity"), and as consideration for the right to participate in the Activity, I hereby, for myself, my heirs, executors, administrators, assigns, or personal representatives, knowingly and voluntarily enter into this waiver and release of liability and hereby waive and all rights, claims, or causes of action of any kind whatsoever arising out of my participation in the Activity, and do hereby release and forever discharge **Bisbee Community Gardens**; its parent organization, **Community Synergy Solutions Corp.**; and **Brenda Lee Coriana Eastman**, the owner of the community garden property located at **102 4th Street, Bisbee, Arizona 85603**, their affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors, and assigns, for any physical or psychological injury, including but not limited to illness, paralysis, death, damages, economical or emotional loss, that I may suffer as a direct result of my participation in the aforementioned Activity, including traveling to and from any event related to this Activity.

I am voluntarily participating in the aforementioned Activity and I am participating in the Activity entirely at my own risk. I am aware of the risks associated with traveling to and from as well as participating in this Activity, which may include, but are not limited to physical or psychological injury, pain, suffering, illness, disfigurement, temporary or permanent disability (including paralysis), economic or emotional loss, and death. I understand that these injuries or outcomes may arise from my own or others' negligence and conditions related to travel, or the condition of the Activity location(s). Nonetheless, I assume all related risks, both known or unknown to me, of my participation in the Activity, including travel to, fro, and during this Activity.

I agree to indemnify and hold harmless **Bisbee Community Gardens**; its parent organization, **Community Synergy Solutions Corp.**; and **Brenda Lee Coriana Eastman**, against any and all claims, suits, or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorney's fees and any related costs, if litigation arises pursuant to any claims made by me or by anyone else acting on my behalf. If **Bisbee Community Gardens**; its parent organization, **Community Synergy Solutions Corp.**; or **Brenda Lee Coriana Eastman** incur any of these types of expenses, I agree to reimburse **Bisbee Community Gardens**; its parent organization, **Community Synergy Solutions Corp.**; and **Brenda Lee Coriana Eastman**.

I acknowledge that **Bisbee Community Gardens**; its parent organization, **Community Synergy Solutions Corp.**; and **Brenda Lee Coriana Eastman**, and their directors, officers, volunteers, representatives, and agents are not responsible for errors, omissions, acts or failures to act on any party or entity conducting a specific event or activity on behalf of **Bisbee Community Gardens** and its parent organization, **Community Synergy Solutions Corp.**

I acknowledge that this Activity may involve a test of a person's physical and mental limits and may carry with it potential for death, serious injury, and property loss. Risks may include, but are not limited to those caused by terrain, facilities, temperature, weather, lack of hydration, condition of participants, equipment, vehicular traffic and actions of others, including but not limited to, participants, volunteers, spectators, coaches, event officials and event monitors, and/or producers of the event.

I acknowledge that I have carefully read this "waiver and release" and fully understand that it is a release of liability. I expressly agree to release and discharge **Bisbee Community Gardens**; its parent organization, **Community Synergy Solutions Corp.**; and **Brenda Lee Coriana Eastman**, and all of their affiliates, management, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns from any and all claims or causes of action and I agree to voluntarily give up or waive any right that I otherwise have to bring a legal action against **Bisbee Community Gardens**; its parent organization, **Community Synergy Solutions Corp.**; or **Brenda Lee Coriana Eastman** for personal injury or property damage.

To the extent that statute or case law does not prohibit releases for negligence, this release is also for negligence on the part of **Bisbee Community Gardens**; its parent organization, **Community Synergy Solutions Corp.**; and **Brenda Lee Coriana Eastman**, their agents, and employees.

In the event that I should require medical care or treatment, I agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance. .

In the event that any damage to equipment or facilities occurs as a result of my or my family's willful actions, neglect or recklessness, I acknowledge and agree to be held liable for any and all costs associated with any actions of neglect or recklessness.

This Agreement was entered into at arm's-length, without duress or coercion, and is to be interpreted as an agreement between three parties of equal bargaining strength.

The Participant, _____, **Bisbee Community Gardens**, its parent organization, **Community Synergy Solutions Corp.**; and **Brenda Lee Coriana Eastman** agree that this Agreement is clear and unambiguous as to its terms, and that no evidence will be used or admitted to alter or explain the terms of this Agreement, but that it will be interpreted based on the language in accordance with the purposes for which it is entered into.

In the event that any provision contained within this Release of Liability shall be deemed to be severable or invalid, or if any term condition, phrase, or portion of this agreement shall be determined to be unlawful or otherwise unenforceable, the remainder of this agreement shall remain in full force and effect, so long as the clause severed does not affect the intent of the parties. If a court should find that any provision of this agreement to be invalid or unenforceable, but that by limiting aid provision it would become valid and enforceable, , then said provisions shall be deemed to be written, construed and enforced as so limited.

In the event of an emergency, please contact the following person(s) in the order presented:

<u>Emergency Contact</u>	<u>Contact Relationship</u>	<u>Contact Telephone</u>
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Participant's Name: _____
Participant's Address: _____
Participant's Telephone: _____
Participant's Email: _____

Signature: _____

Date: _____

PARENT / GUARDIAN WAIVER FOR MINORS

In the event that the participant is under the age of consent (18 years of age), then this release must be signed by the parent or guardian, as follows:

I hereby certify that I am the parent or guardian of _____, named above, and do hereby give my consent without reservation to the foregoing on behalf of this individual.

Parent / Guardian Name: _____
Relationship to Minor: _____

Parent / Guardian Signature: _____

Date: _____