

HOLD HARMLESS AGREEMENT

Assumption of Risk Waiver and Release

I am fully aware of the fact that there are special dangers and risks inherent in gardening activities including but not limited to: risk of physical injury, death or other harmful consequences that may arise directly or indirectly to me from my participation. Being informed as to these risks and in consideration of being allowed to participate in this Township sponsored activity, I hereby assume all risks of injury, damage, liability and harm to myself and any individual or minor child that I may bring in to the Community Garden. In addition, I am aware that I am fully responsible for the actions of anyone for whom I provide access to the garden for the purpose of visiting, or tending my designated plot. I realize that I am responsible for any injuries or damage caused by such persons and will hold the Township harmless for myself or any of my visitors or surrogates.

I also hereby individually and on behalf of my heirs, executor and assigns release, and hold harmless the Township of Marlboro, the Marlboro Shade Tree Committee, Township officials, employees, agents, volunteers and members, and waive any right of recovery I might have to bring lawsuit against them for any personal injury, death, or other consequences that may occur as a result of the use of this facility by me or any of my guests.

Signature

Date

Print Name