

Waiver and Release

In consideration of the acceptance of my application and contract for community gardening at the New Ulm Community Garden (hereinafter "the Garden"), I, the undersigned, for myself, my heirs, executors, personal representatives, successors and assigns, hereby waive, release, and forever discharge and hold harmless Putting Green, their agents and employees, assigns, successors and other representatives (collectively referred to as "Releasees") without limitation from any and all claims for liability for damages, death, personal injury, loss of property or property damage I may have, or that my heirs, executors, executors, personal representatives or assigns may suffer, as a result of my participation in the Garden.

I understand that my participation in the New Ulm Community Garden is strictly voluntary and I freely choose to participate. I voluntarily assume all risks of loss, damage or injury that may be arise directly or indirectly from participating in gardening or being on the property where the Garden is located, whether caused by the Releasees' NEGLIGENCE or BREACH OF CONTRACT or otherwise. For example and without limitation I release the Releasees from any liability for (my physical condition, the condition of the property where the Garden is located, and for the presence or actions of any other participants or non-participants present at the Garden). I am aware of the risks of participation, which include without limitation (the possibility of sunstroke, sprained muscles and ligaments, broken bones and fatigue. I hereby state that I am in sufficient physical condition to participate in gardening.) I understand that Releasees do not assume any responsibility for or obligation to provide me with assistance including, without limitation, medical, health or disability care or insurance in the event of bodily injury or illness.

I agree to accept and abide by the rules and regulations of the New Ulm Community Garden project.

I have carefully read this Waiver and Release and fully understand and voluntarily accept the terms stated herein. I understand that this Waiver and Release shall be governed by and interpreted in accordance with the laws of the State of Minnesota. In the event of any action or proceeding commenced with respect to this Waiver and Release, such action shall be commenced in the District Court of the State of Minnesota in Brown County. I agree that in the event that any clause or provision of this Waiver and Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release and Waiver which shall continue to be enforceable.

Signed: _____

(parent or guardian's signature if participant is under 18)

Participant's Name (print): _____

Address: _____

Date _____

Phone: _____

Signed: _____

(parent or guardian's signature if participant is under 18)

Participant's Name (print): _____

Address: _____

Date _____

Phone: _____

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