

PENDER HARBOUR COMMUNITY GARDEN
LIABILITY RELEASE, WAIVER, ASSUMPTION
OF RISK & INDEMNITY AGREEMENT ("WAIVER")

I confirm having read and understood this Waiver and the Pender Harbour Community Garden Policies, Guidelines and Rules attached as Schedule A herewith. I am aware that accidents may occur while using the Community Garden & equipment, as a result of the nature of the activity, and that accidents may occur with or without fault on either my part or the part of others.

In consideration of \$10.00 and the Pender Harbour & District Health Centre Society ("PHHC") permitting me to use the Community Garden & equipment, and with the full knowledge of the risks that this may present, I hereby:

AGREE TO FOLLOW the Rules and the directions of the Garden Manager.

ASSUME AND ACCEPT ALL RISK, DANGERS AND HAZARDS in connection with me, and any children and other persons or pets that accompany me, using the Community Garden & equipment;

WAIVE, RELEASE AND FOREVER DISCHARGE the Garden Manager and the PHHC, employees, representatives, successors, assigns, affiliates, directors and any other persons acting under its authority (collectively, "Releasees"), from and against all claims, actions, causes of action, costs, expenses and demands by reason of any damage, loss, theft, death or injury to my person or property and any children or other persons or pets that may accompany me, arising out of or in connection with my use of the Community Garden & equipment, even if due to but not limited to the negligence of the Releasees or others;

HOLD HARMLESS AND WILL INDEMNIFY the Releasees from any and all liability for property damage, personal injury or death suffered by ourselves or by a third party as a result of my using the Community Garden and its equipment;

AGREE THAT IN THE EVENT OF MY DEATH, THIS WAIVER will be effective and binding upon my heirs, next of kin, executors, administrators and assigns.

I am aware that by signing this Waiver, I am affecting my legal rights and liabilities and those of my heirs, next of kin, executors, administrators and assigns and that I have been given the opportunity to obtain independent legal advice before signing this Waiver.

Date: _____ User Name (Print): _____ Signature: _____

(If user is a Minor child <19) Date: _____ Minor's Name (Print): _____

Name of Parent/Guardian (Print): _____ Signature: _____