

**WAIVER, RELEASE AND HOLD HARMLESS AGREEMENT
SUNSET DRIVE GARDEN**

I, the undersigned, desire to participate in the Sunset Drive community garden (the “**Garden**”) organized, provided or sponsored by the Sisters of the Order of St. Benedict (the “**Sisters**”) and in consideration for being permitted to participate in the Garden, I agree to all the terms and conditions set forth in this agreement (this “**Agreement**”).

I AM AWARE AND UNDERSTAND THAT PARTICIPATION IN THE GARDEN INVOLVES AN INHERENT RISK OF SERIOUS PERSONAL INJURY AND EVEN DEATH AND/OR PROPERTY DAMAGE. I ACKNOWLEDGE THAT I AM VOLUNTARILY PARTICIPATING IN THE GARDEN WITH KNOWLEDGE OF THE DANGER INVOLVED AND I AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS OF LOSS, INJURY, DEATH, OR PROPERTY DAMAGE, WHETHER CAUSED BY THE NEGLIGENCE OF THE SISTERS OR OTHERWISE, INCLUDING AS A RESULT OF NEGLIGENT EMERGENCY RESPONSE, DANGEROUS OR DEFECTIVE EQUIPMENT OR PROPERTY, OTHER PARTICIPANTS, WEATHER OR OTHER ENVIRONMENTAL CONDITIONS, OR OTHERWISE.

I expressly, fully and forever release, waive and discharge the Sisters, their insurers, parents, subsidiaries or other affiliates, shareholders, directors, officers, agents, employees, volunteers, successors and assigns (the “**Releasees**”) from any and all liability, claims, demands, damages, rights of action, and causes of action of any kind or nature, present or future, whether the same be known or unknown, anticipated or unanticipated, incurred directly or indirectly, resulting from, arising out of or related to any loss, damage or injury, including death, that I or any of my property may sustain resulting from, arising out of or related to my participation in the Garden, regardless of whether such loss, injuries, or damages result, in whole or in part, from the negligence, acts or omissions of the Sisters or any Releasees, and regardless of whether such liability arises in tort, contract, strict liability or otherwise. I covenant and agree not to make or bring any such claim against the Sisters or any Releasees, and forever release and discharge the Sisters and all Releasees from liability under such claims.

I further covenant and agree to indemnify, and hold harmless the Sisters and all other Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorney fees, court costs, fees and the costs of enforcing any right to indemnification under this Agreement, and the cost of pursuing any insurance providers, arising out of or resulting from my participation in the Garden and any claim of a third party related to the Garden, whether caused by the negligence of the Sisters or any Releasees or otherwise, including as a result of negligent emergency response.

I know of no medical reason why I should not participate in the Garden. In the event of an emergency, I authorize the Sisters to secure any treatment deemed necessary for my immediate care at my sole cost and expense. I agree to comply with all rules imposed by the Sisters regarding participation in the Garden, including the Garden Rules and Regulations. I understand and agree that the Sisters bear no responsibility or liability regarding the security and protection, including protection from theft, of my crops, their production, and any other property in the Garden, and the Sisters bear no responsibility or liability regarding the production levels of my crops in the Garden.

It is my express intent that this Agreement bind my family members, spouse, heirs, assigns, personal representatives and anyone else entitled to act on my behalf to the extent they act on my behalf, and is deemed as a release, waiver, discharge and covenant not to sue the Sisters or any Releasees.

If any term or provision of this Agreement is found to be invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Minnesota law shall govern this Agreement and any claim or cause of action arising under this Agreement may be brought only in the federal or state courts located in Minnesota.

I understand that while participating in the Garden, I may be photographed. I agree to allow my photo, video, film, and other auditory or visual likeness to be used for marketing, advertising and any other legitimate purpose by the Sisters. I agree that I do not have to inspect or approve of the finished product and I am not entitled to any compensation for the finished product.

BY SIGNING, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE SISTERS. I CERTIFY THAT I AM NOT A MINOR, HAVE SIGNED UNDER MY OWN FREE WILL AND AM SUFFERING UNDER NO LEGAL DISABILITIES.

_____ Date

_____ Printed Name

_____ Address

_____ Signature

