



CITY OF FORT BRAGG

Incorporated August 5, 1889
416 N. Franklin Street
Fort Bragg, California 95437
tel. 707.961.2827
fax. 707.961.2802
www.fortbragg.com

Participant Information	Name of Activity: CV Starr Community Garden	
First Name:	Last Name:	DOB:
Address:	City and State:	Zip:
Phone:	Email:	
Emergency Contact:	Relation:	Emergency Phone:

Waiver of Liability for Participation in C.V. Starr Community Garden (“Activity”)

1. I, and/or my child is physically able to participate in the Activity and have not been diagnosed with any illness or medical condition that would impair the ability to participate in the Activity. No physician has recommended against participation.
2. I, fully understand that my participation in the Activity exposes me to the risk of personal injury, death, communicable diseases, illnesses, viruses, or property damage. I hereby acknowledge that I am voluntarily participating in this event/class and agree to assume any such risks
3. I am aware that the Activity poses a risk of injury to me and/or my child, and that occasionally accidents occur during activities of this kind. Knowing these risks, on behalf of myself and/or my child, I freely and voluntarily agree to assume all of the risks associated with participation in the Activity.
4. I acknowledge that the City of Fort Bragg is not responsible for any loss, alteration or other damage to my personal property used as part of my participation in the Activity. The City of Fort Bragg makes no warranty that gardening activities will successfully produce crops.
5. I understand and agree that I will be solely responsible for any loss or damage to my personal property that results from my participation in the Activity.
6. I hereby warrant and agree, that the conditions of my property, both personal and real, are suitable for participation in the Activity and that by participating in the Activity, I assume the risk that such property is not suitable and agree to hold the City of Fort Bragg harmless from any loss or damage arising from injury to person or property arising from the use of such property in the Activity.
7. I hereby release, discharge and agree not to sue the City of Fort Bragg for any injury, death or damage to or loss of personal property arising out of, or in connection with, my participation in the Activity from whatever cause, including the active or passive negligence of the City of Fort Bragg or any other participants in the Activity. The parties to this AGREEMENT understand that this document is not intended to release any party from any act or omission of “gross negligence,” as that term is used in applicable case law and/or statutory provision.
8. In consideration for being permitted to participate in the Activity, I hereby agree, for myself, my heirs, administrators, executors and assigns, that I shall indemnify and hold

harmless the City of Fort Bragg from any and all claims, demands actions or suits arising out of or in connection with my participation in the Activity.

9. In consideration of being permitted to participate in the Activity, I agree to release and discharge the City of Fort Bragg and its officers, agents and employees (collectively referred to hereafter, as the "Program Sponsors") from any liability, causes of action, claims or damages for personal injury, property damage and wrongful death arising from or attributable to participation in the Activity, whether or not such liability arises from the program sponsors' negligence in organizing, planning and implementing the activity.
10. I understand that by signing this instrument, I (and my legal representatives, heirs, next of kin, assigns or any other successors in interest) am barred from presenting any claim or instituting any civil action or present any claim for personal injury, property damage or wrongful death against the Program Sponsors who, through negligence or omissions, might otherwise be liable to me, or other successors in interest for damages. I expressly agree that the foregoing release, discharge and assumption of risk is intended to be as broad and inclusive as is permitted by California law.
11. In the event of a medical emergency, I authorize medical personnel attending to me to make decisions regarding immediate medical treatment as may be necessary until such time as my emergency contact can be consulted.
12. In the event of a medical emergency, I authorize medical personnel attending to my child to make decisions regarding immediate medical treatment as may be necessary until such time as I or my child's emergency contact/guardian can be consulted.

I, _____ (FULL NAME) I HAVE CAREFULLY READ THIS RELEASE, HOLD HARMLESS AND AGREEMENT NOT TO SUE AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT IT IS A FULL RELEASE OF ALL LIABILITY AND SIGN IT ON MY OWN FREE WILL.

I, _____, DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT I AM THE PARENT OR LEGAL GUARDIAN OF MINOR. I FURTHER DECLARE THAT I SHALL INDEMNIFY AND HOLD HARMLESS THE CITY OF FORT BRAGG FROM AND AGAINST ANY AND ALL CLAIMS RESULTING FROM, INCIDENT TO, OR ARISING OUT OF MINOR'S PARTICIPATION IN THE EVENT/CLASS, ANY AND ALL RISKS ASSUMED BY MINOR AND ME ABOVE, AND/OR THE BREACH OF ANY PROMISES, COVENANTS, AND/OR REPRESENTATIONS MADE BY ME HEREIN AND/OR IN THE ABOVE RELEASE.

Adult Participant or Parent/Guardian Signature:		Date:
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