

Liability Waiver

We hope your gardening experience is safe and rewarding, but accidents can happen. **The following waiver must be signed by all gardeners and volunteers – regardless of gardening frequency** – to protect Action Resources International, Feeding Laramie Valley, the City of Laramie, and their partners from liability.

Waiver: In consideration of being permitted to participate in any way in any Feeding Laramie Valley-sponsored community garden I, for myself, my heirs, personal representatives or assigns, do hereby release, waive, discharge, and covenant not to sue Action Resources International, Feeding Laramie Valley, or the City of Laramie; their employees, volunteers and agents from liability from any and all claims resulting in personal injury, accidents or illnesses (including death), and property loss arising from, but not limited to, participation in the Feeding Laramie Valley Building Community Garden and/or the Kiwanis Park Community Garden. (Initials_____). Indemnification and Hold Harmless: I also agree to indemnify and hold Action Resources International, the legal entity for Feeding Laramie Valley, Feeding Laramie Valley, or the City of Laramie and its employees, volunteers and agents harmless from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees brought as a result of my involvement in the Feeding Laramie Valley Building Community Garden and to reimburse them for any such expenses incurred (Initials_____). Severability: The undersigned further expressly agrees that the foregoing waiver and assumption of risks agreement is intended to be as broad and inclusive as is permitted by the law of the State of Wyoming that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect (Initials_____).

Photo Release: Select Option A. or Option B.

Option A. I authorize Feeding Laramie Valley to use my or my child's photo in any manner Feeding Laramie Valley Community Garden desires, for advertising, display, audio-visual, exhibition or editorial use (Initials_____).

Option B. I do not authorize Feeding Laramie Valley to use my or my child's photo in any manner Feeding Laramie Valley Community Garden desires, for advertising, display, audio-visual, exhibition or editorial use (Initials_____).

Acknowledgment of Understanding: I have read this waiver of liability, fully understand its terms, and understand that I am giving up substantial rights, including my right to sue. I acknowledge that I am signing the agreement freely and voluntarily and intend by my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

Print Name

Signature

Date

Parent or Guardian (if individual is under 18): I am the parent or legal guardian of the above-named minor child and, as such, I am authorized to enter into this agreement. I agree that my minor child and I are bound by and subject to the terms of this agreement. I understand that my signature here reflects my agreement to hereby release, waive, discharge, and covenant not to sue Action Resources International, the legal entity of Feeding Laramie Valley, or the City of Laramie and its employees, volunteers and agents from liability from any and all claims resulting in personal injury, accidents or illnesses (including death), and property loss arising from, but not limited to, participation in the Feeding Laramie Valley Building Community Garden.

Print Name

Signature

Date