

WAIVER, RELEASE, HOLD HARMLESS AND ACKNOWLEDGEMENT OF RISK AGREEMENT
Hill Street Community Garden, Hamilton, Ontario

I, (insert full name) _____ acknowledge that I will be participating in gardening activities at the Hill Street Community Garden (the “Premises”) which will include planting, tending, growing and consuming fruits and vegetables from the site. As a gardener in the Hill Street Community Garden, I hereby agree that I, my personal representatives, heirs, and guests, agree and confirm the following:

1. To release First Hamilton Christian Reformed Church (the Landlord), and any of its representatives (including the Hill Street Community Garden Coordination Team) – collectively known as First CRC – from any and all claims of any kind and from all liability, costs, losses, damages, or legal fees resulting from injury, death or damage to me or any visitor, or property of any kind, which arises out of or is in any way connected directly or indirectly to my participation in the Hill Street Community Garden, whether caused by First CRC’s active or passive negligence or otherwise.
2. To protect, hold free and harmless, defend and indemnify First CRC from any and all claims or demands of any kind and from all liability, penalties, costs, losses, damages, expenses, claims, or judgments (including lawyer’s fees) resulting from injury, death or damage to any visitor, third parties or property of any kind, which injury, death or damage arises out of or is in any way connected directly or indirectly to my participation in the Hill Street Community Garden, whether caused by the First CRC’s active or passive negligence or otherwise. This indemnity shall include, without limitation, reasonable lawyers’, experts’ and consultants’ fees, investigation costs, and all other reasonable costs incurred by the First CRC.
3. To assume full responsibility for my self, my property, and my guests while participating in the Hill Street Community Garden and using the Garden property.
4. That First CRC shall not be liable for any damage to my property caused by any cause whatsoever, including weather, accidents, or vandalism.
5. I acknowledge that my permission to use the Hill Street Community Garden (as the property of First CRC) is freely revocable by First CRC without any compensation, should I be deemed by the Hill Street Community Garden Coordination Team to have contravened the posted Rules and Regulations. I claim no right to reimbursement or any other form of damages in such a case.
6. I assume any and all risks relating to the physical condition of the Premises, including the surface and subsurface conditions thereof.
7. I acknowledge and agree that the City of Hamilton has not given any representation, warranty or condition, as to the state, quality or condition of the Premises, whether with respect to environmental matters or otherwise, or that the Premises are suitable for any particular use or purpose (including, but not limited to the activities of the Hill Street Community Garden).

BY SIGNING THIS FORM, I ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND AND AGREE TO THE ABOVE.

Signature: _____ Date _____

Gardener Information

Name: _____
Address: _____
E-Mail: _____
Phone: _____

Emergency Contact Information:

(relationship) _____

Please return to: Hill Street Community Garden Coordination Team,
c/o First CRC, 181 Charlton Avenue West, Hamilton L8P 2C9

A copy of this signed release will be shared with the City of Hamilton.