

**TOWN OF MINTURN
WAIVER AND RELEASE OF LIABILITY,
ASSUMPTION OF RISK AND INDEMNITY AGREEMENT
(Adult Waiver)**

IN CONSIDERATION FOR the opportunity to participate in the Community Garden program on property owned by the Town of Minturn (**the "Event"**); I, for myself and on behalf of my spouse, children, heirs, parents, guardians, next of kin, legal and personal representatives, executors, administrators, successors and assigns, hereby agree to the following terms pursuant to this Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement (**the "Agreement"**);

1. I hereby represent that (i) I am at least eighteen (18) years of age or older; (ii) I am in excellent health with no mental, physical or medical conditions which would impair, prevent or prohibit me from safely performing in this Event; and (iii) I am not under the influence of alcohol or any illicit or prescription drugs which would in any way impair my ability to participate in the Event. I agree that it is my sole responsibility to determine whether I am in proper physical condition to serve in the Event.
2. I agree that it is my responsibility to be familiar with my duties and to abide by the Rules and Regulations established for the Event. I hereby agree to perform all of my duties in a professional and highly competent manner, to the best and full limit of my abilities at all times and in accordance with applicable law. I shall promptly and faithfully comply with all reasonable instructions, directions, requests, rules and regulations of the Event Organizers. I hereby accept responsibility for my own conduct and actions while serving in connection with the Event.
3. I understand and acknowledge the risks and dangers associated with serving in this capacity at the Event and related activities, including without limitation, the potential for serious bodily injury, sickness and disease, permanent disability, paralysis and loss of life; loss of or damage to equipment/property; exposure to extreme conditions and circumstances; contact with other participants, spectators, animals or other natural or manmade objects; dangers arising from adverse weather conditions; imperfect road conditions; land, water and surface hazards; equipment failure; inadequate safety measures; situations beyond the immediate control of the Event Organizers; and other undefined, not readily foreseeable and presently unknown risks and dangers ("**Risks**"). I understand that these Risks may be caused in whole or in part by my own actions or inactions, the actions or inactions of others serving or participating in the Event, or the negligent acts or omissions of the Released Parties defined below, and I hereby expressly assume all such Risks and responsibility for any damages, liabilities, losses or expenses which I incur as a result of my participation in the Event.
4. To the fullest extent permitted by law, I hereby Release, Waive and Covenant Not to Sue, and further agree to Indemnify, Defend and Hold Harmless the following parties: The Town of Minturn, any Property Owners, Law Enforcement Agencies or Public Entities providing support for the Event; and each of their respective parent, subsidiary and affiliated entities, officers, directors, partners, shareholders, members, agents, employees, volunteers, successors and assigns (**collectively, the "Released Parties" or "Event Organizers"**), with respect to any liability, claim(s), demand(s), cause(s) of action, damage(s), loss or expense (including court costs and attorneys' fees) of any kind or nature ("**Liability**") which may arise out of, result from, or relate in any way to my participation in the Event, including claims for Liability caused in whole or in part by the negligent acts or omissions of the Released Parties. I further agree that if, despite this Agreement, I, or anyone on my behalf, makes a claim for Liability against any of the Released Parties, I will indemnify, defend and hold harmless each of the Released Parties from any such Liabilities which any may be incurred as the result of such claim.

I hereby warrant that I have read this Agreement carefully, understand its terms and conditions, acknowledge that I will be giving up substantial legal rights by signing it, and intend for my signature to serve as confirmation of my complete and unconditional acceptance of the terms, conditions and provisions of this Agreement. This Agreement represents the complete understanding between me and the Event Organizers regarding these issues and no oral representations, statements or inducements have been made apart from this Agreement. If any portion of this Agreement is held to be unenforceable, invalid or overly broad, I agree that the remaining terms and provisions of this Agreement will continue in full legal force and effect.

Name: _____ Age: _____ Date of Birth: ____/____/____ Male Female

Address: _____ Tel. (____) _____

X _____ / / _____
Signature of Participant *Date Signed*