

**WAIVER OF LIABILITY, MEDICAL RELEASE
AND INDEMNIFICATION AGREEMENT**

ACTIVITY: Participation as an authorized Windsor Community Garden volunteer and/or gardener during the 2019 calendar year.

In consideration for being permitted by the **Windsor Garden Club** to participate in the above activity, I hereby waive, release, and discharge any and all claims for damages for personal injury, death, or property damage which I may have or which may hereafter accrue as a result of my participation in said activity. This release is intended to discharge, in advance, the Town of Windsor (its officers, officials, employees, agents and volunteers) from and against any and all liability arising out of or connected in any way with my participation in said activity, even though that liability may arise out of negligence or carelessness on the part of the Town of Windsor (its officers, officials, employees, agents and volunteers).

I understand that the above activity may be of a hazardous nature and/or include physical and/or strenuous exercise or activity; that serious accidents occasionally occur during the above activity; and that participants in the above activity occasionally sustain mortal or personal injuries and/or property damages as a consequence thereof. Knowing the risks involved, nevertheless, I have voluntarily applied to participate in said activity, and I hereby agree to assume any and all risks of injury or death and to release and hold harmless the Town of Windsor (its officers, officials, employees, agents and volunteers) who through negligence, carelessness, or any other act or omission might otherwise be liable to me. I further understand and agree that this waiver, release, and assumption of risks are to be binding on my heirs and assigns.

I further agree to indemnify and to hold the Town of Windsor (its officers, officials, employees, agents and volunteers) free and harmless from any loss, liability, damage, cost, or expense which it may incur as a result of any injury and/or property damage that I may sustain while participating in said activity.

I HAVE CAREFULLY READ THIS AGREEMENT, WAIVER, AND RELEASE AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN THE TOWN OF WINDSOR AND ME, AND I SIGN IT OF MY OWN FREEWILL. (Each volunteer/participant must personally sign).

_____ Age (if under 18) _____
Print Participant Name

_____ Date _____
Signature of Participant

_____ Date _____
Signature of Minor (under 18 years) participant's Father/Legal Guardian

_____ Telephone _____
Street Address (Number)

City, State, Zip Code

Plot # _____ e-mail_address _____

I Understand that I am required to give 6 volunteer hours in the garden in 2017 _____
Initials

