

Release of All Claims

I, _____, the undersigned, am a voluntary participant in the Addison Community Garden project (“Community Garden”). The Community Garden is sponsored by the Town of Addison, Texas (the “Town”) and the Addison Arbor Foundation (the “Foundation”). In consideration for the privilege of participating in the Community Garden, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and as an inducement to the Town and the Foundation to allow me to participate in the Community Garden, I do hereby execute this Release of All Claims (“Release”) and agree to the following:

1. I am fully aware of the risks and hazards associated with participating in the Community Garden. I ASSUME RESPONSIBILITY FOR ALL SUCH RISKS AND HAZARDS, including any loss, cost, or damage that may result from any accident, injury, illness, or death to me or another person, or any damage to or loss of any property owned by me or another person.

2. I hereby fully and finally RELEASE AND FOREVER DISCHARGE the Town of Addison, Texas, its elected officials, its officers, employees, agents and volunteers (collectively, “Addison Persons”), and the Addison Arbor Foundation, its officers, employees, agents and volunteers (collectively, “Foundation Persons”) (the Town and all other Addison Persons, and the Foundation and all other Foundation Persons, being collectively the “Releasees”), of and from all claims, liability, losses, harm, costs, fees, expenses, suits, judgments, proceedings, demands, and actions whatsoever, including but not limited to those based on negligence, (collectively, “Claims”), in any manner arising out of or resulting from in whole or in part my participation in or activities at the Community Garden. I understand that this Release means that, among other things, I am GIVING UP MY RIGHT TO SUE the Releasees or any of them, for any accident, injury, illness, or death to me or another person, or any damage to or loss of any property owned by me or another person arising out of or resulting from my participation in or activities at the Community Garden.

3. I agree to fully DEFEND, INDEMNIFY, AND HOLD HARMLESS the Releasees (and each of them) from and against any and all Claims that may arise out of, result from, or be incurred due to my participation in, or any of my acts or omissions at or in connection with, the Community Garden, and INCLUDING CLAIMS ALLEGED OR FOUND TO HAVE BEEN CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OF THE RELEASEES (OR ANY OF THEM), OR BY ANY ACT OR OMISSION OF THE RELEASEES (OR ANY OF THEM) THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND.

4. I agree to abide by all of the rules or guidelines of the Community Garden that are in effect now or may be in effect in the future. I understand that my right to participate in the Community Garden may be revoked by the Town at any time and for any reason or for no reason.

5. The provisions of this Release are severable, and if any provision hereof is held to be illegal, invalid or unenforceable under present or future constitution or laws, such provision shall be fully severable and this Release shall be construed and enforced as if such illegal, invalid or unenforceable provision is not a part hereof, and the remaining provisions hereof shall remain in full force and effect. This Release shall be governed by and construed according to the laws of the State of Texas (without reference to the choice of laws provisions of any jurisdiction), and

venue for all matters, claims, or proceedings hereunder shall lie exclusively in Dallas County, Texas.

I represent and certify that I am at least 18 years old, am of sound mental health, and have carefully read this Release in its entirety and have fully informed myself of and understand its contents. I am aware that this Release, among other things, includes a release of liability and an indemnity obligation, and I am voluntarily signing it of my own free will.

SIGNED, AGREED AND ACCEPTED BY:

Signature of Participant: _____ Date: _____

Participant's Name: _____ Phone: _____

Street Address: _____

Witness Signature: _____ Date: _____

Witness Name: _____