

**TOWN OF CLAY PARKS AND RECREATION
RELEASE AND WAIVER OF LIABILITY
ASSUMPTION OF RISK AND INDEMNITY AGREEMENT**

IN CONSIDERATION of being permitted to plant and maintain a garden patch on Town of Clay owned land, or to otherwise participate in any way in the Clay Gardening Initiative, or being permitted to enter for any purpose the Town owned lands (defined as the designated gardening plot assigned by the Clay Recreation Department, THE UNDERSIGNED, personal representatives, heirs, and next of kin:

I. Acknowledges, agrees, and represents that he or she has or will immediately upon entering any of such GARDENING AREA, and will continuously thereafter, inspect the AREA which he or she enters, and he/she further agrees and warrants that, if at any time, he is in or about the GARDENING AREA and he/she feels anything to be unsafe, he/she will immediately advise the officials of such and if necessary will leave the GARDENING AREA and/or refuse to participate further.

2. HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE the Town of Clay, promoters, other gardening participants, associations, sanctioning organizations or any subdivision thereof, owners, officials, rescue personnel, any persons in any GARDEN AREA, consultants and others who give recommendations, directions, or instructions or engage in risk evaluation or loss control activities within the Town regarding the premises, and each of them, their directors, officers, agents and employees, all for the purpose herein referred to as "Releasees," FROM ALL LIABILITY TO THE UNDERSIGNED, his personal representatives, assigns, heirs, and next of kin FOR ANY AND ALL LOSS OR DAMAGE, AND ANY CLAIM OR DEMANDS THEREFORE ON ACCOUNT OF INJURY TO THE PERSON OR PROPERTY OR RESULTING IN DEATH OF THE UNDERSIGNED ARISING OUT OF OR RELATED TO GARDENING ACTIVITIES ON PUBLIC LANDS, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

3. HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the Town of Clay and Releasees, and each of them FROM ANY LOSS, LIABILITY, DAMAGE, OR COST they may incur arising out of or related to gardening on public lands, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

4. HEREBY ASSUMES FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE arising out of or related to gardening on public lands whether caused by the NEGLIGENCE OF RELEASEES or otherwise.

5. HEREBY agrees that this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement extends to all acts of negligence by the Releasees, and is intended to be as broad and inclusive as is permitted by the laws of the State of New York in which the public lands are located and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

_____ -Garden Plot Assigned

Name Printed

Name Signed

Address