

Berea Community Learning Farm

2024 Liability Waiver, Release, Indemnification



I _____ a Plot Holder and/or Volunteer, at the Berea Community Learning Farm (BCLF) located at 224 Emerson Avenue, Berea, Ohio 44017 (the "Garden"), agree as follows:

- 1) **Inherent risks.** I understand and acknowledge that engaging in gardening and volunteer activities on the premises of BCLF involves certain inherent risks, including but not limited to physical exertion, exposure to outdoor elements, contact with plants, insects, tools, and use of mechanical equipment, as well as the possibility of accidents or injuries.
- 2) **Assumption of Risk.** I voluntarily assume all risks, known and unknown, associated with my gardening or volunteering on the premises of BCLF. If I bring guests (guests include family members), I agree that I am responsible for making them aware of the inherent risks and I am responsible for ensuring they comply with the Garden Rules. I assume responsibility for the security, loss, or damage of my own or my guests' personal belongings while I am on the premises of BCLF.
- 3) **Waive and Release of Claims.** I, my guests, executors, administrators, agents, heirs, assigns, and legal representatives hereby agree to **release, waive and discharge** BCLF, its directors, officers, employees, volunteers, and the City of Berea **from any liability claims, demands, or causes of action**, for any injuries, damages, losses, or expenses that I may sustain from BCLF gardening or volunteer activities. I agree to this release whether or not such injury or damages results from the negligence of BCLF, its directors, officers, employees, volunteers, and the City of Berea.
- 4) **Indemnification.** If litigation arises pursuant to any claims made by me, or by anyone else acting on my behalf, I agree to defend, indemnify, and hold harmless BCLF, its directors, officers, employees, volunteers, and the City of Berea from all claims, judgements, and costs including attorney fees and related costs. If BCLF, its directors, officers, employees, volunteers, or the City of Berea incurs any of these type of expenses I agree to reimburse fully.

I agree that this release, waiver, and indemnity agreement is intended to be as broad and inclusive as permitted by the laws of the State of Ohio and that if any portion thereof is held invalid it is agreed that the balance shall continue in full legal force and effect. I represent and certify that my true age is 18 years old or older. If I am under 18 years old, my parent or legal guardian has read and signed this form. I have read, understand, and accept the terms of this document, voluntarily sign it, and I agree to be legally bound by it.

Printed Name: _____

Signature: _____

Date: _____