

WAIVER, RELEASE AND HOLD HARMLESS AGREEMENT

_____ **Community Garden in San Francisco, CA**

(Print Name of Garden)

In consideration for being granted permission to work as a gardener at the above-referenced Community Garden (the "Community Garden"), I, the undersigned, hereby agree for myself and for my personal representatives, heirs and next of kin:

1. To release, waive and discharge the City and County of San Francisco, and its commissions, departments, boards, officers, agents, employees, representatives, contractors or subcontractors, or their employees (herein referred to collectively as "City") from any and all claims or demands of any kind and from all liability, penalties, costs, losses, damages, expenses, claims, or judgments (including attorney's fees) resulting from injury, death or damage to any visitor, third parties or property of any kind, which injury, death or damage arises out of or is in any way connected directly or indirectly to my participation in the Community Garden, whether caused by the City's active or passive negligence or otherwise. I understand that this release extends to claims that I do not know or do not expect to exist at the time of the signing of this release, and I hereby waive the protections of California Civil Code Section 1542.
2. To protect, hold free and harmless, defend and indemnify the City from any and all claims or demands of any kind and from all liability, penalties, costs, losses, damages, expenses, claims, or judgments (including attorney's fees) resulting from injury, death or damage to any visitor, third parties or property of any kind, which injury, death or damage arises out of or is in any way connected directly or indirectly to my participation in the Community Garden, whether caused by the City's active or passive negligence or otherwise. This indemnity shall include, without limitation, reasonable attorneys', experts' and consultants' fees, investigation costs, and all other reasonable costs incurred by the City.
3. To assume full responsibility for and risk of bodily injury or property damage incurred by myself arising either directly or indirectly from participation in the Community Garden, from any cause whatsoever, whether caused by City's active or passive negligence or otherwise.
4. That neither City nor any of its commissions, departments, boards, officers, agents or employees shall be liable for any damage to any property owned by me, or my agents, employees, contractors or subcontractors, or their employees, or for any bodily injury or death to such persons, resulting or arising from the condition of the Community Garden or its use by me.
5. Expressly acknowledge that the permission granted hereunder is freely revocable by City and in view of such fact, I expressly assume the risk of making any expenditures in connection with this permission, even if such expenditures are substantial. Without limiting any indemnification obligations of myself or other waivers contained in this permission and as a material part of the consideration for this permission, I fully **RELEASE, WAIVE AND DISCHARGE** forever any and all claims, demands, rights, and causes of action against, and covenants not to sue, City, its departments, commissions, officers, directors and employees, and all persons acting by, through or under each of them, under any present or future laws, statutes, or regulations, including, but not limited to, any claim for inverse condemnation or the payment of just compensation under the law of eminent domain, or otherwise at equity, in the event that City exercises its right to revoke or terminate this permission.
6. In the event the granted permission to work as a gardener hereunder is terminated by City, I acknowledge that I will not be a displaced person at the time this permission is terminated or revoked or expires by its own terms, and I fully **RELEASE, WAIVE AND DISCHARGE**

forever any and all claims, demands, rights, and causes of action against, and covenants not to sue, City, its departments, commissions, officers, directors and employees, and all persons acting by, through or under each of them, under any present or future laws, statutes, or regulations, including, without limitation, any and all claims for relocation benefits or assistance from City under federal and state relocation assistance laws.

7. Expressly acknowledge and agree that the permission granted hereunder does not take into account any potential liability of City for any consequential or incidental damages including, but not limited to, any and all demands, claims, legal or administrative proceedings, losses, costs, penalties, fines, liens, judgments, damages and liabilities of any kind arising out of disruption to my uses hereunder. City would not be willing to give this permission in the absence of a complete waiver of liability for consequential or incidental damages due to the acts or omissions of City or its officers, agents, employees, contractors or subcontractors (collectively, "Agents"), and I expressly assume the risk with respect thereto. Accordingly, without limiting any indemnification obligations of myself or other waivers contained herein and as a material part of the consideration for this permission, I fully RELEASE, WAIVE AND DISCHARGE forever any and all claims, demands, rights, and causes of action against, for consequential and incidental damages (including without limitation, losses arising out of disruption to my uses) and covenants not to sue for such damages, City, its departments, commissions, officers, directors and employees, and all persons acting by, through or under each of them, arising out of my work as a gardener, the permission granted by City, or the uses authorized hereunder, including, without limitation, any interference with uses conducted by me pursuant to this permission, regardless of the cause, and whether or not due to the negligence of City or its Agents, except for the gross negligence or willful misconduct of City or its Agents.

Signature: _____ Date _____

Gardener Information

Name (print): _____

Address: _____

E-Mail: _____

Telephone: (Day) _____ (Evening) _____

Emergency Contact Information:

Name: _____ Relationship _____

Telephone: (Day) _____ (Evening) _____

For File

Garden Coordinator: _____ Date _____

Please return to: Mr. Marvin Yee/Community Gardens Program
Recreation and Park Department
30 Van Ness Ave., 5th Floor
San Francisco, CA 94102

(Rev 1/07)