

Hold Harmless Agreement and Release From Liability

1. In consideration for property owner, City of Port Angeles, and Fifth Street Community Garden allowing me (if 18 years of age or older) or my child (if under 18 years of age) to participate in the Fifth Street Community Garden by coming onto the property owner's premises located at 5th and Peabody, Port Angeles, I hereby release, waive, discharge, and covenant not to sue City of Port Angeles and Fifth Street Community Garden, their officers, agents, servants and employees (referred to as releasees) from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me or my family or any property belonging to same, whether caused by the negligence of releasees, or otherwise, while participating in any activity related to Fifth Street Community Garden or while otherwise being on the premises.

2. I further hereby agree to indemnify and hold harmless the above named releasees from any loss, liability, damage or costs, including court costs and attorney's fees, that may incur due to my or my family's participation in Fifth Street Community Garden or while otherwise being on the premises, whether caused by negligence of the releasees, or otherwise.

3. It is my express intent that this Hold Harmless Agreement and Release from Liability shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if not alive, and shall be deemed as a release, waiver, discharge, and covenant not to sue the above named releasees. I hereby further agree that this agreement shall be construed in accordance with the laws of the State of Washington.

Printed name of participant(s)

Signature of participant
(or parent/guardian if participant is under age of 18)

Date

Signature of participant

Date