

WWU Outback Community Garden

Acknowledgement of Risk and Hold Harmless Form

Welcome to the WWU Outback Community Garden ("Garden")! Please carefully read and sign this form; WWU will not permit you to participate in the Garden without *all members of your group* agreeing to these terms.

Acknowledgement of Risk. I am a voluntary participant in the Garden. I understand that my participation in the Garden has the inherent risk of death or injury to myself or my guests, and of damage to my property. These risks may result not only from my own actions or inactions, including overexertion, but also from the actions or inactions of other gardeners and WWU, its officers, directors, employees, volunteers and agents. These risks may also arise from the condition of the land where the Garden is located, or the equipment and tools available at the Garden, or the weather or other environmental or local conditions. I understand that there may be failures in utilities or services including, but not limited to, the Garden's water supply, surface water drainage, irrigation systems, electricity, or gas. I also understand that other hazardous conditions may exist at the Garden, and on WWU grounds in general, and that other gardeners may be unskilled as well.

Assumption of Risk. I am voluntarily participating in the Garden with the knowledge of the risks involved and hereby agree to accept any and all inherent risks of property damage, bodily injury, illness or death. I understand that WWU assumes no responsibility or liability for my guests of the Garden.

Hold Harmless. In consideration of my voluntary participation in the Garden, and to the fullest extent permitted by law, I agree to hold harmless Western Washington University, its officers, directors, employees, agents, volunteers and assigns from any injury, death and/or damage or loss property to me or my guests, except for that which arises from the negligence or willful misconduct of Western Washington University.

Medical and Other Insurance. I understand that WWU does not provide any medical, dental, life or liability insurance. I acknowledge that I am completely responsible for my own insurance or financial resources to cover expenses that would otherwise be covered by this insurance.

I understand that this acknowledgement of risk and hold harmless form is intended to be as broad and inclusive as permitted by the laws of the State of Washington, or any other applicable laws, and that if any portion hereof is held invalid, I agree that the balance shall, notwithstanding, continue in full legal force and effect.

Printed Name of Participant

Signature of Participant

Date of Signature