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## **WAIVER, RELEASE AND HOLD HARMLESS AGREEMENT WITH THOMPSON'S STATION COMMUNITY GARDEN (TSCG)**

In consideration for permission to work as a gardener at the Thompson's Station Community Garden (hereafter referred to as "TSCG"), I, the undersigned, hereby agree for myself and for my personal representatives, heirs and next of kin.

1. To release, waive and discharge the Town of Thompson's Station, and its officers, agents, and employees, (herein referred to collectively at "Town") from any and all claims or demands of any kind and from all liability, penalties, costs, losses, damages, expenses, claims, or judgements (including attorney's fees) resulting from injury, death or damage to any visitor, third parties or property of any kind, which arises out of or is in any way connected directly or indirectly to my participation in the TSCG. I understand that this release extends to claims that I do not know or do not expect to exist at the time of signing this release and assume all risks of my participation in the TSCG.
2. To protect, hold free and harmless, defend, and indemnify the Town 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 TSCG.
3. To abide by all rules and regulations established by the Town for participation in the TSCG. (RULES AND REGULATIONS ATTACHED)
4. I understand that the Town has the right to revoke, suspend or terminate the permission granted herein for any reason, and without limiting any indemnification obligations or other waivers contained in this permission and as additional consideration for this permission, I fully **RELEASE, WAIVE AND DISCHARGE** forever any and all claims, demands, rights, and causes of action against, the Town, its officers, directors and employees, in the event that the Town exercises its right to revoke, suspend or terminate this permission.
5. Due to COVID-19

Signature: \_\_\_\_\_

Date: \_\_\_\_\_