

RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT FOR USE OF THE COMMUNITY GARDEN

WARNING: BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

PLEASE READ CAREFULLY!

NAME OF EMPLOYEE/STUDENT: _____

EMPLOYEE/STUDENT NUMBER: _____

DEPARTMENT/PROGRAM: _____

SHERIDAN E-MAIL: _____

I, the undersigned, do hereby acknowledge the following:

- 1) I am at least 18 years of age;
- 2) I am legally competent to sign this Release of Liability, Waiver of Claims, Assumption of Risks and Indemnity Agreement for Use of the Community Garden;
- 3) I consent to using the Community Garden, and/or participating in activities at the Community Garden;
- 4) I understand that I may stop my use of the Community Garden and equipment, and/or participation in activities at the Community Garden at any time if I so desire by providing notice to CommunityGarden@sheridancollege.ca;

_____ (Please Initial)

ASSUMPTION OF RISK:

I am aware that using the Community Garden and equipment, and/or participating in activities at the Community Garden has many inherent risks, including but not limited to: all manner of injury, injury resulting from falling on uneven or slippery terrain including man made features, impacting against the floor, ground, trees, rocks, cement, or other obstructions; impacting with other users of the Community Garden, potential for bone and muscular skeletal injury such as sprains and strains, any illness or injury resulting from exposure to cold, wet or windy weather, or the effects of heat and strong sunlight; any manner of injury resulting from use, misuse, non-use and failure of any equipment; any illness or injury resulting from planting, watering, harvesting, and other required tasks for the proper maintenance and upkeep of the Community Garden; eating or using the produce and vegetables grown in the Community Garden; inability to access medical help in an emergency; cuts and abrasions from ground contact or other objects; negligence of other users.

I freely accept and fully assume all such risks, dangers and hazards and the possibility of personal injury, death, property damage or loss, resulting from therefrom.

_____ (Please Initial)

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of The Sheridan College Institute of Technology and Advanced Learning ("Sheridan") allowing my use of the Community Garden and equipment, I agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS that I have or may have in the future against Sheridan, the Board of Governors of Sheridan, and its members, officers, employees, students, agents,

volunteers and independent contractors (all of whom are hereinafter collectively referred to as "Releasees");

2. TO RELEASE THE RELEASEES from any and all liability for any loss, damage, injury or expense that I may suffer, or that my next of kin may suffer as a result of my use of the Community Garden and equipment and/or participation in activities at the Community Garden due to any cause whatsoever INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE;
3. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any damage to the property of, or personal injury to, any third party, resulting from my use of the Community Garden and equipment and/or participation in activities at the Community Garden; and
4. This agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives in the event of the death or incapacity.

_____ (Please Initial)

In entering into this Agreement, I am not relying upon any oral or written representations of statements made by the Releasees other than what is set forth in this Agreement.

I HAVE READ AND UNDERSTOOD THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTERS AND ASSIGNS MAY HAVE AGAINST THE RELEASEES. I DECLARE THAT I HAVE SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCES OF ANY KIND WHATSOEVER. I AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID, THE REMAINDER SHALL CONTINUE IN FULL FORCE AND EFFECT.

Signed this _____ day of _____, 20_____.

Signature of Employee/Student _____ Signature of Witness _____

Print Employee/Student's Name _____ Print Witness' Name _____

To be completed if Student/Employee is under 18 years of age:

I CONFIRM THAT I AM 18 YEARS OF AGE OR OLDER, THAT I AM THE PARENT OR GUARDIAN TO THE STUDENT/EMPLOYEE, AND THAT I HAVE READ AND UNDERSTOOD THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTERS AND ASSIGNS MAY HAVE AGAINST THE RELEASEES. I DECLARE THAT I HAVE SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCES OF ANY KIND WHATSOEVER. I AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID, THE REMAINDER SHALL CONTINUE IN FULL FORCE AND EFFECT.

Signed this _____ day of _____, 20_____.

Signature of Student/Employee: _____ Print Student/Employee's Name: _____

Signature of Parent/Guardian: _____ Print Name: _____

Signature of Witness: _____ Print Witness' Name _____

This Agreement must be completed in full, signed, dated, witnessed and sent to CommunityGarden@sheridancollege.ca before the Individual may use the Community Garden and/or equipment, or participate in activities at the Community Garden.