

**RELEASE OF LIABILITY, WAIVER OF CLAIMS,
ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT**

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

This document is to be signed by a participant in order to participate in, use, and enjoy the Banff Community Greenhouses, along with any ancillary events and activities provided by the Banff Greenhouse Gardening Society and its Partners (the Town of Banff and Her Majesty the Queen in Right of Canada as represented by the Minister of Heritage/Parks Canada).

I/We, _____, am/are aware that participating in the Community Greenhouses involves inherent risks, dangers and hazards, involving all manner of injury or loss, including potentially serious or life-threatening injury and death, including, but not limited to:

(a) the use of equipment, materials, and facilities related to the Community Greenhouses;

(b) the actions or negligence of myself or other participants in/users of the Community Greenhouse;

(c) the actions or negligence of the Banff Greenhouse Gardening Society, its Partners, its officers, employees, volunteers, agents, invitees, or representatives of any kind (the "Organizers"); or

(d) additional risks arising out of the use of the Community Greenhouses and related events and activities.

I/We, the undersigned user(s) and participant(s), freely accepts and assumes all such risks, dangers and hazards and the possibility of injury, death, property damage, property loss or any other loss or expense resulting to myself;

I/We, the undersigned participant/user, hereby agrees as follows:

(a) To WAIVE ANY AND ALL CLAIMS of every nature and kind at law or equity or under any statute that I have or may have in the future against the Banff Greenhouse Gardening Society, or its officers, employees, volunteers, agents, invitees, representatives, or Partners in the Community Greenhouse project;

(b) To RELEASE THE ORGANIZERS AND PARTNERS from any and all liability for injury, death, property damage, property loss or any other loss or expense that I/We may suffer or that respective next of kin or legal representatives may suffer as a result of participation in or use of the Community Greenhouses, due to any cause whatsoever, including negligence on the part of the Organizers and the Partners;

(c) To HOLD HARMLESS AND INDEMNIFY THE ORGANIZERS AND PARTNERS from any and all liability for injury, death, property damage, property loss or any other loss or expense to any

third party or other financial loss or expense, including legal expenses and costs on a solicitor-and-his-own-client full indemnity basis, as a result of participation in or use of the Community Greenhouses; and

(d) THAT THIS AGREEMENT WILL BE EFFECTIVE AND BINDING UPON myself, my heirs, next of kin, executors, administrators and assigns in the event of the injury or death of myself. I, the undersigned user/participant, acknowledge that I have read the foregoing. I acknowledge that I understand its content, import and meaning and hereby do approve and consent to the above.

Participant Name (print): _____
Parent/Guardian Name (print): _____
Participant/Parent/Guardian Signature: _____ Date: _____
Witness Name (print): _____
Witness Signature: _____ Date: _____

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Plot Holder's Name: _____
Plot Number: _____