



**PO Box 626  
Idaho Springs, CO 80452  
info@scraps-to-soil.org**

## WAIVER OF LIABILITY

### **ACKNOWLEDGEMENT OF RISK**

I, a gardener of plot # \_\_\_\_\_ hereby acknowledge that Scraps-to-Soil (S2S) has informed me and I understand that gardening and/or volunteering at the garden are not without risk. Certain risks are inherent in each activity and cannot be eliminated. These inherent risks can be the cause of loss or damage to my property, or accidental injury, illness or in extreme cases, permanent trauma or death. S2S does not want to frighten me or reduce my enthusiasm for gardening, but believes it is important for me to be informed of the inherent risks.

Among these risks are the following: (1) the acts or omissions, negligent in any degree, of other persons; (2) latent or apparent defects or conditions in equipment supplied by S2S; (3) weather; (4) contact with plants or animals; and/or (5) first aid, emergency treatment or other services rendered. I understand and acknowledge that the above list is not complete or exhaustive, and that other risks, known or unknown, identified or unidentified may occur.

### **ACCEPTANCE OF RISK AND RESPONSIBILITY**

Being aware that this activity entails risk, I agree, covenant, promise and assume all responsibility or liability and risk for injury, death, illness, disease, or damage to property, arising out of or in any way connected with my participation in this activity. My participation in this activity is purely voluntary, no one is forcing me to participate, and I elect to participate in spite of and with full knowledge of the risks. I hereby certify that I am fully capable of participating in this activity.

### **RELEASE**

I hereby voluntarily release and forever discharge Scraps-to-Soil, The City of Idaho Springs, said parties' respective Board members, officers, agents, employees, volunteers, any other persons or entities acting on their behalf, and the successors and assigns, (collectively Released Parties) from any and all liability, claims, demands, actions or rights of action, loss, damages, injury to persons or property, which are related to, arising out of or in any way connected with my participation in this activity, including specifically but not limited to the negligent acts or omissions of the Released Parties, including reasonable attorney's fees and costs incurred.

I further agree, promise and covenant to waive any and all rights, claims, causes of action or rights to a certain claim which I may have or acquire against the Released Parties. I further agree, promise and covenant not to sue, assert or otherwise maintain or assert any claim against the Released Parties, for any injury, death, illness or disease, or damage to my property, arising out of or in any way connected with my participation in this activity.

### **ACKNOWLEDGEMENT OF EFFECT OF THIS RELEASE AGREEMENT**

I understand and acknowledge that by signing this document I have given up certain legal rights or possible claims which I might otherwise be entitled to assert or maintain against the Released Parties, including specifically, but not limited to, claims of negligence in any degree of the Released Parties.

### **GENERAL TERMS**

1. I understand that this Release cannot be modified or changed in any way by the representations or statements of any of the Released Parties, or by me, except in writing signed by the parties.
2. This Release shall be governed by and construed under the laws of the State of Colorado.
3. This Release contains the entire agreement of the parties, and no representations or promises not contained herein shall be binding or enforceable. This Release shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of the parties.
4. If one of the gardeners listed below is a minor or otherwise incapacitated I, the undersigned, represent and warrant to S2S that I am the parent or legal guardian of the above named person and that I am authorized to sign this document on behalf of the person. I consent to the person's participation in these activities with knowledge of and in spite of the risks. I affirm that I have read and understand this document and I agree that the person shall be bound by all of the terms of this agreement, both now and after the person's age of majority or end of any incapacitating condition. I hold harmless and indemnify the Released Parties for any claims, damages, actions, causes of actions, including reasonable attorney's fees and costs, incurred as a result of my misrepresentation or breach of warranty under this provision.

**Participant / Volunteer (or Parent or Guardian thereof):**

**MY SIGNATURE BELOW INDICATES THAT I HAVE READ THE ENTIRE WAIVER OF LIABILITY, UNDERSTAND IT COMPLETELY AND AGREE TO BE BOUND BY ITS TERMS.**

<b>PARTICIPANT'S FULL NAME (PRINTED)</b>	<b>IS THIS PERSON A MINOR?</b>	<b>SIGNATURE</b>	<b>DATE</b>
_____	Y / N	_____	___/___/___
_____	Y / N	_____	___/___/___
_____	Y / N	_____	___/___/___
_____	Y / N	_____	___/___/___
_____	Y / N	_____	___/___/___



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## **HARVEST TIME AT THE GARDEN**

Many gardeners during the last few growing seasons have raised the issue of produce going to waste at the garden. It has been proposed that food that is close to spoiling be harvested and donated to the food bank by volunteers.

Do volunteers have consent to harvest food in your plot before it spoils for donation to the food bank?  
(Please mark one)

Yes       No

## **CONTACT INFORMATION**

Being in touch with your fellow gardeners will improve your experience in many ways. You can share harvests, coordinate gardening days with a neighbor & receiving timely information about problems at your plot. For this reason, we would like to be able to display your contact information (Phone and email address) in the locked tool-shack so any fellow gardener can contact you.

So, how about it! May we post your contact information in the tool shack?       Yes       No

## **PHOTO CONSENT AND RELEASE**

I give consent to Scraps-to-Soil (S2S) & Idaho springs Community Garden (ISCG), its agents and/or the local media permission to photograph and/or videotape me and my children, while participating in activities related the ISCG. I understand that photos may be used to promote S2S programs and to submit for related grant funding requirements; which may result in on-line postings and/or media publications for related programs and participants. Photos become property of the supporting agency, for use or reprinting at their discretion, for publicity. I therefore, release ownership and waive any financial compensation for the use and publication of all photographic material related to my participation in S2S Programs. In addition, I agree to share this policy with anyone I invite to garden with me, and notify any photographers if consent is not granted.

Print name \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_