



**VOLUNTEER RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY**

IN CONSIDERATION of being permitted to participate in any way in the volunteer activities sponsored by Waterfront Botanical Gardens, including but not limited to \_\_\_\_\_ (describe activity), collectively the (“Activities”), I, for myself, my personal representatives, assigns, heirs, and next of kin:

1. ACKNOWLEDGE, agree, and represent that I am knowledgeable and familiar with the Activities, and that I am qualified, in good health, and in proper physical condition to participate in such Activity. I further acknowledge that the Activity may be conducted near public roads and facilities open to the public during the Activity and upon which the hazards of traveling are to be expected. I further agree and warrant that if, at any time, I believe conditions to be unsafe, I will immediately discontinue further participation in the Activity.

2. FULLY UNDERSTAND that: (a) THE ACTIVITIES INVOLVE RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS AND DEATH (“RISKS”); (b) these Risks and dangers may be caused by my own actions, or inactions, the actions or inactions of others, including others participating in the Activity, the condition in which the Activity takes place, or THE NEGLIGENCE OF THE “RELEASEES” NAMED BELOW; (c) there may be OTHER RISKS AND SOCIAL AND ECONOMIC LOSSES either not known to me or not readily foreseeable at this time; and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I may incur as a result of my participation or that of the minor in the Activity.

3. HEREBY RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE Botanica, Inc. dba Waterfront Botanical Gardens, their administrators, directors, agents, officers, members, volunteers, and employees, other participants, any sponsors, advertisers, and, if applicable, owners and lessors of premises on which the Activity takes place, (each considered one of the “RELEASEES” herein) from all liability, claims, demands, losses, or damages on my account caused or alleged to be caused in whole or in part by the negligence of the “releasees” or otherwise, including negligent rescue operations; AND I FURTHER AGREE that if, despite this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT I, or anyone on my behalf, makes a claim against any of the Releasees, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES from any litigation expenses, attorney fees, loss, liability, damage, or cost which any may incur as the result of such claim.

I have read this agreement, fully understand its terms, understand that I have give up substantial rights by signing it, and have signed it voluntarily without any inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this agreement is held to be invalid the balance, notwithstanding, shall continue if full force and effect.

PRINTED NAME OF PARTICIPANT: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
(Street) (City) (State) (ZIP)

PHONE: \_\_\_\_\_ EMAIL: \_\_\_\_\_

PARTICIPANT’S SIGNATURE (only if age 18 or over): \_\_\_\_\_

PARENT OR GUARDIAN OF MINOR: \_\_\_\_\_

DATE: \_\_\_\_\_