

**VILLAGE OF MORELAND HILLS COMMUNITY GARDEN**

**CONSENT, ASSUMPTION OF RISK AND RELEASE OF LIABILITY FOR  
COMMUNITY GARDEN PARTICIPANTS**

As a condition of and in consideration of participating in the Village of Moreland Hills Community Garden at the Forest Ridge Preserve in the Village of Moreland Hills, Ohio (hereinafter referred to as the "Community Garden"), this Consent, Assumption of Risk and Release of Liability is signed by me and undertaken by me as my own personal and voluntary decision and if I am a minor, also by my parent or legal guardian.

I/we agree to abide by the Rules of the Community Garden, which are incorporated herein by reference.

I/we expressly acknowledge and understand the risks and hazards that may arise through participation in the Community Garden, and I/we assume any expenses and liabilities that I/we incur in the event of an accident, illness or other injury or incapacity.

I/we knowingly and freely assume all such risks associated with participating in the Community Garden, both known and unknown, even if arising from negligence, and assume full responsibility for my participation. On behalf of myself, my heirs, assigns, personal representatives and next of kin, I/we hereby release, discharge, covenant not to sue and hold harmless the Village of Moreland Hills, its employees, officials, officers and agents (hereinafter the "Village") from any and all liability, whether caused by the negligence of the Village or otherwise, that might arise from my participation in the Community Garden, including but not limited to any and all injury, disability, illness, death, loss of time, loss or damage to person or property or other side effects that may result from my participation in the Community Garden to the fullest extent permitted by law. The undersigned further expressly agrees that this Consent, Assumption of Risk and Release of Liability agreement is intended to be as broad and inclusive as is permitted by law and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Participant's Signature \_\_\_\_\_

OR

Parent/Guardian Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Date \_\_\_\_\_