

**HOLD HARMLESS AND ASSUMPTION OF THE
RISK AGREEMENT FOR PARTICIPATION IN THE
COMMUNITY GARDEN PROGRAM**

For and in consideration of participation in the Community Garden program of the City of Burbank (Burbank) and the Los Angeles Community Garden Council (LACGC), and the right of entry and use of property located at _____ owned by the Los Angeles Department of Water and Power (LADWP), for purposes of maintaining a garden, I hereby voluntarily release, discharge, waive and relinquish any and all actions or causes of action for any personal injury, property damage or wrongful death against Burbank, LACGC, and/or LADWP, and/or any of its officers, agents, servants or employees, occurring to me as a result of my participation in the Community Garden program.

TO THE MAXIMUM EXTENT ALLOWED BY LAW, IT IS MY INTENTION BY SIGNING THIS INSTRUMENT, TO EXEMPT AND RELIEVE BURBANK, LACGC, AND LADWP, ITS OFFICERS, AGENTS, SERVANTS OR EMPLOYEES FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE. I am fully aware of the risks and hazards inherent in my participation in the Community Garden program. I acknowledge that I have been informed that there may not be an attendant on duty during the hours that I will be gardening. I further understand that participants of the Community Garden program can occasionally suffer serious injury and death. Nevertheless, I hereby elect voluntarily to participate in community gardening and assume all risk of loss, damage, or injury that may be sustained by me during my participation in the Community Garden program or any activities incidental thereto. I agree to comply with all safety requirements or instruction provided to me by the City and/or LACGC, and its officers and agents.

I agree that in the event any claim for personal injury, property damage, or wrongful death shall be prosecuted against Burbank, LACGC, and/or LADWP, or any of its officers, agents, servants or employees, I shall defend, indemnify and save harmless the City of Burbank, LACGC, and/or LADWP, and/or any of its officers, agents or employees from any and all such claims or causes of action by whomever or wherever made or presented.

I understand that this Hold Harmless and Assumption of the Risk Agreement shall apply not only to me but also to my heirs, executors, administrators, next of kin, assigns and successors.

I ACKNOWLEDGE THAT I HAVE READ THIS DOCUMENT AND AM COMPLETELY AWARE OF THE POTENTIAL DANGERS INCIDENTAL TO PARTICIPATION IN THE COMMUNITY GARDEN PROGRAM AND I AM FULLY AWARE OF THE LEGAL CONSEQUENCES OF SIGNING THIS INSTRUMENT.

DATED: _____

PRINT NAME

SIGNATURE