



## Waiver of Liability, Assumption of Risk, and Indemnity Agreement

**Waiver:** In consideration of permission to participate in an Olivewood Gardens and Learning Center program for myself and/or my child, I, for heirs, my personal representatives, assigns, or myself hereby release, waive, discharge, and covenant not to sue Olivewood Gardens and Learning Center, its directors, officers, employees and agents, from liability from all claims. This waiver and release includes the negligence of Olivewood Gardens and Learning Center resulting in personal injury, accidents or illnesses (including death), and property loss arising from participation in activities, classes, observation, and use of facilities, premises, or equipment. I understand that my or my child's participation in this activity is voluntary and not required.

**Assumption of Risks:** Physical activity, outdoors or indoors, by its very nature, carries with it some inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. Olivewood Garden and Learning Center may use facilities, venues, or outdoor spaces and make available activities such as walking over uneven ground, gardening, using kitchen and garden tools, and participation in outdoor classes. The specific risks vary from one activity to another, but the risks range from 1) minor injuries such as scratches, bruises, sprains, 2) major injuries such as burns, eye injury or loss of sight, joint or back injuries, broken bones, and 3) catastrophic injuries including paralysis and death.

I have read the previous paragraphs about the risks of participating in these activities. I understand and appreciate these and other risks that are inherent in the activities made possible by Olivewood Gardens and Learning Center. I confirm that my participation is voluntary and that I knowingly assume all such risks.

**Indemnification and Hold Harmless:** I also agree to INDEMNIFY AND HOLD Olivewood Gardens and Learning Center and its officers and members HARMLESS from all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees, brought as a result of my involvement in activities of Olivewood Gardens and Learning Center and to reimburse them for any such expenses incurred.

**Severability:** I, individually and/or on behalf of my child, expressly agree by signing this form that this waiver and release agreement is intended to be as broad and inclusive as is permitted by the law. If any portion of this waiver and release is held invalid, I agree that the balance will continue in full legal force and effect.

**Acknowledgment of Understanding:** I have read this waiver of liability, assumption of risk, and indemnity agreement, fully understand its terms. I understand that I am giving up substantial rights, including my right to sue. I acknowledge that I am signing the agreement freely and voluntarily, and intend by my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

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Printed Name of Participant

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Signature of Participant

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Date



## Adult Information Form

*Please complete the following information and return this form to your program coordinator.*

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First and Last Name

### Food Allergies

Do you have any allergies or intolerances to specific foods? If so, please list here:

### Consent and Release for Publicity/Photographs/News Articles

*Please check ONE option only, then sign below:*

\_\_\_\_\_ I authorize Olivewood Gardens to photograph or permit other persons to photograph, videotape or film me.

The undersigned authorizes Olivewood Gardens to permit the use and publication of the photographs, videotape or film for publicity purposes, including release of such photographs, videotape for film, to the news media and on the Olivewood Gardens website. The undersigned hereby agrees to hold harmless Olivewood Gardens, its officers, agents and employees from any liability resulting from, or arising in connection with, the taking, publication, and release of the photographs, videotape, or film of the undersigned pursuant to this agreement.

\_\_\_\_\_ I DO NOT authorize Olivewood Gardens to photograph or permit other persons to photograph, videotape or film me.

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

### Optional Newsletter Enrollment

Would you like more information about workshops, resources, and free community events provided by Olivewood Gardens? If so, sign up for our monthly email newsletter by entering your email here.

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