



# PARTICIPATION WAIVER

As a participant of the Ocean View Farms, Inc. (OVF) community garden, I understand that there are risks and hazards inherent to gardening present on the grounds of OVF. I acknowledge that Ocean View Farms, Inc. does not maintain accident insurance on my behalf. Therefore, I have or shall obtain, at my own expense, adequate insurance to cover my personal needs in the event of injury to myself while at OVF.

I understand that the individuals who serve as officers and/or directors are unpaid volunteers and I understand that persons in this capacity are no more or less responsible for acts of omission or commission than any other Ocean View Farms, Inc. member.

I understand that claims made against me by others are my own responsibility. I understand that Ocean View Farms' Bylaws provide for an arbitration process. In signing this waiver, I agree that any dispute, controversy or claim regarding any Ocean View Farms matter shall be settled by arbitration in accordance with the arbitration process as provided for in the Ocean View Farms' Bylaws. In signing this waiver, I agree to give up the right to have any such dispute, controversy or claim decided in a court of law and agree that I will accept the arbitrator's award as final and binding.

In consideration of being given permission to participate in OVF community gardening activities and use OVF facilities, and for other good and valuable consideration, the undersigned member or associate and his/her personal representatives, heirs, executors, administrators, agents and assigns collectively hereby agree to assume full responsibility for any and all damages, claims and liability for injury or death to the member or associate or their family members and for damage or injury to any property (including, without limitation, any loss or theft of any personal property or loss) which occur at OVF.

I further agree, on my own behalf and on behalf of any family members or guests to indemnify and hold harmless, release and forever discharge OVF, and each of its members, from any and all damages, claims, liability and costs for or from injury or death to any person or injury to any property which may arise by reason of the use of OVF facilities and/or participation in the activities at OVF. whether arising out of my negligence or other acts or omissions of me or my family or guests.

(Each adult household member must sign)

Print name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Member name: \_\_\_\_\_ Plot: \_\_\_\_\_