



## White Mountain Community Garden Assumption of Risk and Release of Liability

**PLEASE READ BEFORE SIGNING! BY SIGNING, YOU AFFIRM THAT YOU HAVE READ AND UNDERSTAND THIS DOCUMENT AND AGREE WITH ITS CONTENTS**

### Assumption of Risk

In consideration for being allowed to use Parcel No. 210-14-37J, located at 600 N. 9<sup>th</sup> Place, Show Low, AZ 85901 (hereafter, "subject property") in association with my membership with The White Mountain Community Garden (WMCG), I voluntarily agree to ASSUME ALL RISKS involved in using the aforementioned subject property. Risks may include all normal risks associated with premises liability and my use of the subject property for WMCG purposes. I also understand there are both foreseeable and unforeseeable risks of injury or death that may occur as a result of my use of the subject property that are not specifically listed. Further, I recognize that the actions of other users of the subject property may cause harm or loss to my person or property. I VOLUNTARILY ASSUME ALL OF THESE RISKS.

I understand that Navajo County provides no direct supervision of the use of the subject property, and that WMCG is solely responsible for making and enforcing the rules associated with my use and the other members use of the property. So long as I use the subject property, I agree to abide by all rules promulgated by the WMCG Board of Directors.

### Release of Liability and Promise Not to Sue

I, for myself and on behalf of my heirs, personal representatives, and next of kin, hereby RELEASE AND HOLD HARMLESS Navajo County and its elected officials, officers, employees, and agents (collectively, "Navajo County") from liability for any and all injury (including death) or loss arising from my use of the aforementioned subject property, including injury or loss resulting from acts of negligence by Navajo County or others. I also RELEASE AND HOLD HARMLESS Navajo County from loss or damage to my person or property caused by other users of the subject property. I further PROMISE NOT TO SUE Navajo County for any injury or loss arising from my use of the subject property, even if caused by the negligence of Navajo County or others.



WHITE MOUNTAIN COMMUNITY GARDEN ASSUMPTION OF RISK AND RELEASE OF LAIBILITY

This Assumption of Risk and Release of Liability shall remain in effect so long as I use the subject property. If any part of this Assumption of Risk and Release of Liability is determined to be invalid or unenforceable, the remaining parts shall remain enforceable.

**I have carefully read this Assumption of Risk and Release of Liability and fully understand its contents. I am aware that this assumption of risk and release of liability is a contract between Navajo County and myself, and, I sign it of my own free will.**

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Signature of User

Print Name

Date

**Required for Users of Minority Age**

This is to certify that the undersigned, as parent(s)/guardian(s) with legal responsibility for the above minor, CONSENT AND AGREE to the minor's Assumption of Risk and Release of Liability as set forth above. The undersigned further, as parent(s)/guardian(s), hereby RELEASE AND HOLD HARMLESS Navajo County (as defined above) from liability for any and all injury or loss arising from the minor's use of the subject property, including injury or loss resulting from acts of negligence by Navajo County or others, and PROMISE NOT TO SUE Navajo County for any injury or loss arising from the minor's use of the subject property, even if caused negligence of Navajo County or others.

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Signature of Parent/Guardian

Print Name of Parent/Guardian

Date

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Signature of Parent/Guardian

Print Name of Parent/Guardian

Date