



### **Liability Waiver and Hold Harmless Agreement**

I understand that participating in this project is voluntary. Participation in the Albany Middle School garden project is on a voluntary basis without anticipation of financial remuneration.

In consideration of being allowed to participate in the Albany Middle School garden project, the participant agrees to the following terms and conditions:

The Participant shall release, discharge, waive and relinquish any and all actions or causes of action for personal injury, property damage or wrongful death occurring to the participant arising as a result of the Project. Participant further agrees that under no circumstances will he/she or his/her heirs, executors, administrators and assigns prosecute, present any claim for personal injury, property damage or wrongful death against the City of Albany, its City Council, Boards and Commissions, officers and employees for any of said causes of action, whether the same shall arise by the negligence of any said persons, or otherwise.

**IT IS MY INTENTION BY THIS AGREEMENT, TO EXEMPT AND RELIEVE THE CITY OF ALBANY FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH AS A RESULT OF PARTICIPATING IN THE ALBANY MIDDLE SCHOOL GARDEN PROJECT.**

Participant's Name:

Age of Participant:

\_\_\_\_\_

\_\_\_\_\_

Signature of Participant or Legal Guardian:

\_\_\_\_\_  
(If Participant is less than 18 years old, Signature of Legal Guardian is required)

Date: \_\_\_\_\_