Personal Liability, Theft Waiver and Photo Release

I, HEREBY WAIVE AND RELEASE, indemnify, hold harmless and forever discharge Urban Growers Collective (UGC) and its agents, employees, officers, directors, affiliates, successors and assigns, of and from any and all claims, demands, debts, contracts, expenses, causes of action, lawsuits, damages and liabilities, of every kind and nature, whether known or unknown, in law or equity, that I ever had or may have, arising from or in any way related to my participation in any of the events or activities conducted by, on the premises of, or for the benefit of, UGC provided that this waiver of liability does not apply to any acts of gross negligence, or intentional, willful or wanton misconduct.

By this Waiver, I assume any risk, and take full responsibility and waive any claims of personal injury, death or damage to personal property associated with Urban Growers Collective including but not limited to any volunteer activities, community events or leagues, using the facility and its equipment, practicing and/or engaging in organizational functions, philanthropic activities, other nonprofit or for profit engagements or functions and fundraisers or other related activities on and off the premises. Furthermore, I assume all risk for my personal belongings; thereby holding harmless and forever discharging Urban Growers Collective, Inc. of any liability for theft.

For good and valuable consideration, the receipt of which is hereby acknowledged, I hereby consent to the photographing of myself and the recording of my voice and the use of these photographs and/or recordings singularly or in conjunction with other photographs and/or recordings for advertising, publicity, commercial, or other business purposes. I understand that the term “photograph” as used herein encompasses both still photographs and motion picture footage. I further consent to the reproduction and/or authorization by Urban Growers Collective Inc. to reproduce and use said photographs and recordings of my voice, for use in all domestic and foreign markets. Further, I understand that others, with or without the consent of UGC may use and/or reproduce such photographs and recordings.

This WAIVER AND RELEASE contains the entire agreement between the parties, and supersedes any prior written or oral agreements between them concerning the subject matter of this WAIVER AND RELEASE. The provisions of this WAIVER AND RELEASE may be waived, altered, amended or repealed, in whole or in part, only upon the prior written consent of all parties and will continue in full force and effect even after the termination of the activities conducted by, on the premises of, or for the benefit of Urban Growers Collective, whether by agreement, by operation of law, or otherwise.

I have read, understand and fully agree to the terms of this WAIVER AND RELEASE. I understand and confirm that by signing this WAIVER AND RELEASE I have given up considerable future legal rights. I have signed this Agreement freely, voluntarily, under no duress or threat of duress, without inducement, promise or guarantee being communicated to me. My signature is proof of my intention to execute a complete and unconditional WAIVER AND RELEASE of all liability to the full extent of the law.

_____________________________  ______________________________  __________________
Participant’s Name   Participant’s Signature   Date

_____________________________  ______________________________  ___________________
Guardian Name (under 18 years)   Guardian Signature   Date

Urban Growers Collective
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