

Beauty's Garden
Release and Waiver of Liability, Assumption of Risk,
and Indemnity Agreement

In consideration of volunteering at Beauty's Community Garden, located at 3201 Airline, Houston, Texas 77022, (the "**Activity**"), I, _____, represent that I understand that the nature of the Activity includes actions such as carrying and moving items, watering the garden, removing weeds, planting seeds and plants, and other strenuous physical tasks, and that I am qualified, in good health, and in proper physical condition to participate in the Activity. I acknowledge that if I believe event conditions are unsafe, I will immediately discontinue participation in the Activity.

I fully understand that the Activity involves risks of serious bodily injury, including permanent disability, paralysis and even death, which may be caused by my own actions, or inactions, those of others participating in the Activity, the conditions in which the Activity takes place, **OR THE NEGLIGENCE OF THE RELEASEES (AS DEFINED BELOW)**; and that there may be other risks either not known to me or not readily foreseeable at this time; and I fully accept and assume all such risks and all responsibility for any and all injuries, losses, costs, and damages I may incur as a result of my participation in the Activity.

I hereby release, discharge, and covenant not to sue Beauty's Community Corporation and affiliated entities, and each of their respective owners, partners, affiliates, administrators, directors, agents, officers, volunteers and employees, other participants, any sponsors, advertisers, and, if applicable, owners and lessors of premises on which the Activity takes place (collectively, the "**Releasees**") from all liability, claims, demands, losses or damages caused or alleged to be caused **IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE**; and I further agree that if, despite this Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement (this "**Agreement**"), I, or anyone on my behalf, makes a claim against any of the Releasees, I will indemnify, save, and hold harmless each of the Releasees from any loss, liability, damage, or cost which any Releasee may incur as the result of such claim.

I have read this Agreement, understand that I have given up substantial rights by signing it and have signed it freely and without any inducement or assurance of any nature and intend it be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any part of this Agreement is declared unenforceable or invalid, the remainder will continue to be valid and enforceable. The laws of Texas govern all matters arising under or relating to this Agreement, without regard to any conflicts of law provisions.

Participant Name

Guardian Name (if Participant is less than 18 years of age)

Participant Signature

Guardian Signature

Date

Date