COMMUNITY GARDENS PROGRAM

ACKNOWLEDGEMENT AND ASSUMPTION OF RISK AND AGREEMENT TO RELEASE AND PROTECT THE UNIVERSITY OF ALASKA FROM ALL CLAIMS

I wish to participate in the Community Gardens Program. I understand and acknowledge that there are known, unknown, and unanticipated risks and dangers that are essential qualities of this activity. These risks and dangers include but are not limited to dangers arising from transportation to, from and during the activity, dangers associated with physical activities such as falling, lifting, bending, jumping, pulling, twisting, or other strenuous activity that may place stress on the cardiovascular or musculo-skeleton or other body parts or systems, dangers associated with building deficiencies, defects and with the condition and topography of the land, trails, parking lots, and roads, including obvious or hidden hazards and any environmental, chemical and biological hazards, dangers associated with defects or failures of equipment that may break, be improperly adjusted, or be ill suited to my ability or my size or condition, and dangers associated with inadequate or erroneous information about risks, including faulty warnings or incorrect directions by University personnel.

I understand that these risks and dangers can result in permanent physical, emotional, and mental injury or in death to me or in damage to my property. I also recognize that injury, death or damage to property may arise out of the negligence or gross negligence (referred to as “fault”) of the University of Alaska or fellow participants.

After considering the known and potential unknown risks and dangers and in exchange for participating in this program, I voluntarily assume all the risks and dangers that I may encounter arising from participation in, or transportation to, from or as a part of this activity. Also I agree that I will be financially responsible for any loss or damage to property and for my injury or death arising from participation in, or transportation to, from or as a part of this activity.

In addition, I agree to release the University of Alaska, its board of regents, officers, agents, and employees, from all liability and claims of any kind, including claims for loss, expense, damages, punitive damages or attorney fees, or loss of companionship or support of family arising from loss or damage to my property and for my injury or death arising from participation in, or transportation to, from or as a part of this activity.

I also agree to indemnify, defend and hold harmless the University of Alaska, its board of regents, officers, agents, and employees if I or anyone else brings claims against the University to recover damages arising from loss or damage to my property and for my injury or death arising from participation in, or transportation to, from or as a part of this activity.

I understand that my assumption of risk, release and indemnification of the University apply even if the claims are based on the fault of the University of Alaska.

I have entered into this Agreement on the basis of my own information and not in reliance upon representations of the University, its employees, officers or agents. I understand that I have the right to consult an attorney of my choice before signing this Agreement. I further understand that this Agreement contains our entire agreement. I agree that Alaska law applies to this Agreement and any dispute will be resolved in the state courts located in Anchorage, Alaska. If any part of this Agreement is found to be invalid or unenforceable for any reason, I agree that the balance of the Agreement remains valid and enforceable.
I intend that this Agreement is and will be binding on my family, estate, heirs, successors, assigns, insurers, medical providers and personal representatives.

I consent to first aid, emergency medical care, and if necessary admission to a hospital for care and treatment for injuries or illness anytime during this activity.

I agree to abide by all University policies and regulation and by all local, state and federal laws. If I fail to abide by these rules and laws, that may be a basis for denying or ending my participation in this activity.

By my signature, I represent that I have knowingly and voluntarily signed this Agreement. I acknowledge that it is a legally binding Agreement designed to protect the University of Alaska from all claims that could be brought by myself or anyone else because of loss or damage to my property or because of my injury or death.

PARTICIPANT’S NAME: __________________________________________

Please Print

PARTICIPANT SIGNATURE: ____________________________ DATE: ________________

ADDRESS: ______________________________________________ TELEPHONE: __________