

## **Waiver and Release from Liability**

I HEREBY WAIVE AND RELEASE, indemnify, hold harmless and forever discharge Franklinton Gardens 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, Franklinton Gardens provided that this waiver of liability does not apply to any acts of gross negligence, or intentional, willful or wanton misconduct. I understand that the activities and functions in which I participate may be considered (but do not have to be) of a volunteer nature, or for the benefit of a 501(c)(3), and/or dangerous and may cause serious or grievous injuries, including bodily injury, damage to personal property and/or death. On behalf of myself, my heirs, assigns and next of kin, I waive all claims for damages, injuries and death sustained to me or my property, that I may have against the aforementioned released party to such activity. By this Waiver, I assume any risk, and take full responsibility and waive any claims if personal injury, death, or damage to personal property associated with Franklinton Gardens 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 function and fundraisers or other related activities on and off the premises. 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 The provisions of this WAIVER AND RELEASE may be waived, altered, amended or repealed, in whole or in part, only upon the prior written consent of all parties. The provision of this WAIVER AND RELEASE 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 Franklinton Gardens, 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. I hereby grant Franklinton Gardens and it's partners permission to use photos and/or video of me including my image, likeness, and voice. I understand that Franklinton Gardens may publish the material I approve in any manner the organization deems appropriate in order to document or promote the work of Franklinton Gardens and its partners. This includes brochures, websites, email messages, social media, educational materials, and any other publication whether printed or electronic.