



Organic Learning Garden Sign-in Sheet and Liability Waiver

In consideration for being granted permission to use the Organic Learning Garden, the undersigned hereby agrees for myself and for my personal representatives, heirs and next of kin as follows:

- The Santa Monica Community College District, its Board of Trustees, officers, agents, student organization, representatives, employees, and volunteers (herein referred to collectively as "District") shall not be liable for any damage to my person or to any property owned by me, or others acting in concert with me, resulting or arising from the condition of the Organic Learning Garden, its use by me, or actions by the District, I assume full responsibility for risk of bodily injury or property damage incurred by myself arising either directly or indirectly from participation in the Organic Learning Garden, from any cause whatsoever, whether caused by District's active or passive negligence or otherwise.
- I release, waive, discharge, hold harmless, defend, and indemnify the District from any and all claims or demands of any kind and from all liability, penalties, costs, losses, damages, expenses, claims, or judgments (including attorney's fees) resulting from injury, death, or damage to myself, any visitor, third parties or property of any kind, which injury, death or damage arises out of or is in any way the District's active or passive negligence or otherwise. This indemnity shall include, without limitation, reasonable attorneys, experts' and consultants' fees, investigation costs, and all other reasonable costs incurred by the District.
- I acknowledge that the permission to use the Organic Learning Garden is freely revocable by the District and in view of such fact; I expressly assume the risk of making any expenditure in connection with my use of the Organic Learning Garden, even if such expenditures are substantial. I fully RELEASE, WAIVE AND DISCHARGE forever any and all claims, demands, rights, and causes of action against the District for consequential and incidental damages (including without limitation, losses arising out of disruption to my uses) and covenants not to sue District for such damages arising out of my work as a gardener, the permission granted by the District, or the uses authorized by the District, including without limitation, any interference with uses conducted by me pursuant to the permission granted me, regardless of the cause, and whether or not due to the District's active or passive negligence or otherwise.
- I have read this document in its entirety and I freely and voluntarily assume all risks of such Injuries and Damages and notwithstanding such risks.

