



COOPERATIVE EXTENSION SERVICE

New Mexico State University
College of Agricultural, Consumer and Environmental Sciences
Sandoval county Extension Service
P. O. Box 400
Bernalillo, New Mexico 87004
(505) 867-2582

Sandoval County Master Gardeners

**RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AND PARENTAL CONSENT AGREEMENT
("Agreement")**

IN CONSIDERATION of being permitted to participate in any Master Gardener activity ("Activity") I, for myself for personal representatives, assigns, heirs, and next of kin:

1. Acknowledge, agree, and represent that I understand the nature of gardening activities and that I am qualified, in good health, and in proper physical condition to participate in such an activity. I further agree and warrant that if at any time I believe conditions to be unsafe, I will immediately discontinue further participation in the Activity.
2. I FULLY UNDERSTAND THAT: (a) Gardening ACTIVITIES INVOLVE RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS , AND DEATH ("risks"); (B) THESE RISKS AND DANGERS MAY BE CAUSED BY MY OWN ACTIONS OR INACTIONS, THE ACTIONS OR INACTIONS OF OTHERS PARTICIPATING IN THE ACTIVITY, THE CONDITION IN WHICH THE Activity takes place, or the negligence of the 'RELEASES' NAME BELOW; (c) there may be OTHER RISKS, AND SOCIAL AND ECONOMIC LOSSES either not known to me or not readily foreseeable at this time; and I FULLY ACCEPT AND ASSUME ALL SUCH RISK AND ALL RESPONSIBILITY FOR LOSSES, COST, AND DAMAGES I incur as a result of my participation or that of the minor in the Activity.
3. I HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE NEW MEXICO STATE UNIVERSITY, SANDOVAL COUNTY EXTENSION AND SANDOVAL COUNTY MASTER GARDENERS its membership, their respective administrators, directors, agents, officers, members, volunteers, and employees, other participants, any sponsors, advertisers, and, if applicable, owner and lessors of premises on which the Activity takes place, (each considered one of the "RELEASES" herein) FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON MY ACCOUNT CAUSED OR ALLEGED TO BE NEGLIGENCE RESCUE OPERATIONS AND I FURTHER AGREE that if, despite this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT I, or anyone on my behalf, makes a claim against any of the Releases, I WILL INDEMNITY, SAVE AND HOLD HARMLESS EACH OF THE RELEASES from any litigation expenses, attorney fees, loss, liability, damage, or cost which may incur as the result of such claim.

I HAVE READ THIS AGREEMENT, I FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND WITHOUT INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

Printed Name of Participant: _____

Address: _____

(Street) City) (State) (Zip)

Phone: _____

Participants' Signature (only if age 18 or over): _____

Date: _____

MINOR RELEASE

AND I, THE MINOR'S PARENT AND/OR LEGAL GUARDIAN, UNDERSTAND THE NATURE OF _____ ACTIVITIES AND THE MINOR'S EXPERIENCE AND CAPABILITIES AND BELIEVE THE MINOR TO BE QUALIFIED, IN GOOD HEALTH, AND IN PROPER PHYSICAL CONDITION TO PARTICIPATE IN SUCH ACTIVITY. I HEREBY RELEASE, DISCHARGE, COVENANT NOT TO SUE, AND AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS EACH OF THE "RELEASES" FROM ALL LIABILITY CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON THE MINOR'S ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE 'RELEASES' OR OTHERWISE, INCLUDING NEGLIGENCE RESCUE OPERATION AND FURTHER AGREE THAT IF, DESPITE THIS RELEASE, I, THE MINOR, OR ANYONE ON THE MINOR'S BEHALF MAKES A CLAIM AGAINST ANY OF THE RELEASES NAME ABOVE, I WILL INDEMNITY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASES FROM ANY LITIGATION EXPENSES, ATTORNEY FREES, LOSS LIABILITY, DAMAGE, OR COST AND MAY INCUR AS THE RESULT OF ANY SUCH CLAIM.

Printed Name of Participant: _____

Address: _____

(Street) City) (State) (Zip)

Phone: _____

Participants' Signature (only if age 18 or over): _____

Date: _____

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