

**WAIVER OF LIABILITY
BIG HOLLOW SCHOOL DISTRICT NO. 38
NATURE CENTER PROGRAM**

Big Hollow School District No. 38's Nature Center and Community Garden program (hereinafter the "Program") involves physical activities, which may include but are not limited to planting, digging, raking, mowing or other activities.

I hereby represent that I am in good physical condition and do not suffer from, and am not under the care of a physician for, any condition that would prevent or limit my participation in the Program. I know that participating in the Program is a potentially hazardous activity, and I recognize and acknowledge that there are certain risks of illness, injury, property damage, losses, and/or death that may arise from my participation in the Program or as a result of use of facilities at Big Hollow School District No. 38. I understand that by participating in the Program, I assume all risks associated with participating in the Program, including but not limited to illness, physical injury, property damage, loss, and/or death.

Accordingly, in consideration of allowing me to participate in the Program, I, and my agents, representatives, assigns, heirs and successors, intending to be legally bound, hereby waive, relinquish, release, and hold harmless, Big Hollow School District No. 38, its Board members, officers, administrators, employees, agents, representatives, volunteers, insurers, assigns and successors, from and against any and all claims, demands, suits, causes of actions, whether known or unknown, past, present or future, including, but not limited to, any and all costs, expenses, and attorneys' fees, by reason of illness, injury, loss of or damage to person or personal property, death, or other harm suffered by me, arising out of, in connection with, or in any manner related to my participation in the Program.

Further, I agree to indemnify and hold Big Hollow School District No. 38, its Board members, officers, administrators, employees, agents, representatives, volunteers, insurers, assigns and successors, harmless from any and all costs incurred including, but not limited to, actual attorney's fees that Big Hollow School District No. 38, its Board members, officers, administrators, employees, agents, representatives, volunteers, insurers, assigns and successors may suffer by an action or claim brought against it or them by anyone as a result of my participation in the Program.

I have carefully read this Waiver of Liability and fully understand its contents. I am aware that by signing this document, I am waiving my right to sue Big Hollow School District No. 38, its Board members, officers, administrators, employees, agents, representatives, volunteers, insurers, assigns and successors. This Waiver of Liability is completed and signed of my own free will. I am aware that this Waiver of Liability is a contract between myself and Big Hollow School District No. 38. I further certify that I am at least 18 years old and have the legal capacity to enter into this contract.

Print Participant's Name

Date

Participant's Signature