**Waiver, Release and Hold Harmless Agreement**
**Rollinsford Community Garden**

In consideration for being accepted as a member of the Rollinsford Community Garden at the above-referenced Community Garden (the "Community Garden"), I, the undersigned, hereby agree for myself and for my personal representatives, heirs, and next of kin:

1. To release, waive, and discharge the Town of Rollinsford, and its commissions, departments, boards, officers, agents, employees, representatives, contractors or subcontractors, or their employees (herein referred to collectively as "Town") 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 any visitor, third-party, or property of any kind, which injury, death, or damage arises out of, or is in any way connected directly or indirectly, to my participation in the Community Garden, whether caused by the Town's active or passive negligence or otherwise.

2. To protect, hold free and harmless, defend and indemnify the Town 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 any visitor, third-party, or property of any kind, which injury, death or damage arises out of, or is in any way connected, directly or indirectly, to my participation in the Community Garden, whether caused by the Town's active or passive negligence or otherwise. This indemnity shall include, without limitation, reasonable attorney's, expert's, and consultant's fees, investigation costs, and all other reasonable costs incurred by the Town.

3. To assume full responsibility for, and risk of bodily injury or property damage incurred by myself arising either directly or indirectly from participation in the Community Garden, from any cause whatsoever, whether caused by Rollinsford's active or passive negligence or otherwise.

4. That neither Rollinsford nor any of its commissions, departments, boards, officers, agents, or employees shall be liable for any damage to any property owned by me or my agents, employees, contractors or subcontractors, or their employees, or for any bodily injury or death to such persons, resulting or arising from the condition of the Community Garden or its use by me.

5. Expressly acknowledge that the permission granted hereunder is freely revocable by the Town and in view of such fact, I expressly assume the risk of making any expenditure in connection with this permission, even if such expenditures are substantial. Without limiting any indemnification obligations of myself or other waivers contained in this permission as a material part of the consideration for this permission, I fully RELEASE, WAIVE, AND DISCHARGE forever any and all claims, demands, rights, and causes of action against, and covenants not to sue, the Town of Rollinsford, its departments, commissions, officers, directors and employees, and all personnel acting by, through, or under each of them, under any present or future laws, statutes, or regulations including, but not limited to, any claim for inverse condemnation or the payment of just compensation under the law of eminent domain, or otherwise at equity, in the event that the Town exercises its right to revoke or terminate this permission.

6. In the event the granted permission to work as a gardener hereunder is terminated by the Garden Committee, I acknowledge that I will not be a displaced person at the time this permission is terminated or revoked or expires by its own terms and I fully RELEASE, WAIVE, AND DISCHARGE forever any and all claims, demands, rights, and causes of action against, and covenants not to use, the Town of Rollinsford, its departments, commissions, officers, directors and employees, and all persons acting by, through or under each of them, under any present or future laws, statutes, or regulations including, without limitation, any and all claims for relocation benefits or assistance from Rollinsford under federal and state relocation assistance laws.

7. Expressly acknowledge and agree that the permission granted hereunder does not take into account any potential liability of the Town for any consequential or incidental damages including, but not limited to, any and all demands, claims, legal or administrative proceedings, losses, costs, penalties, fines, liens, judgments, damages and liabilities of any kind arising out of disruption to my uses hereunder. Rollinsford would not be willing to give this permission in the absence of a complete waiver of liability for consequential or incidental damages due to the acts or omissions of the Town or its officers, agents, employees, contractors or subcontractors (collectively "Agents"), and I expressly assume the risk with respect thereto. Accordingly, without limiting any indemnification obligations of myself or other waivers contained herein and as a material part of the consideration for this permission, I fully RELEASE, WAIVE, AND DISCHARGE forever any and all claims, demands, rights, and causes of action against, for consequential and incidental damages (including, without limitation, losses arising out of disruption to my uses) and covenants not to sue for such damages, the Town, its departments, commissions, officers, directors, and employees, and all persons acting by, through or under each of them, arising out of my work as a gardener, the permission granted by the Town, or the uses authorized hereunder, including, without limitation, any interference with uses conducted by me pursuant to this permission, regardless of the cause, and whether or not due to the negligence of Town or its Agent, except for the gross negligence or willful misconduct of Town or its Agents.

Signature: _____ Date: _____