

**STOW COUNCIL ON AGING AND BRIDGES TOGETHER, INC.
RELEASE AND WAIVER OF LIABILITY FOR MINOR**

In consideration of allowing _____, a minor child under the age of 18 (the "Participant"), to take part in the Stow Council on Aging's Gardner's Garden Program, to be run by Bridges Together, Inc. (together with their respective directors, officers, successors, agents and assigns, "SCA AND BT"), I, _____, the Participant, and I, _____, the parent having legal custody, and/or the legal guardian of the Participant (the "Guardian"), hereby freely, voluntarily and without duress execute this Release and Waiver of Liability. We, the Participant and Guardian, understand that the Program may include, among other things, handling sharp and/or heavy gardening tools and equipment, potential contact with insects and other small animals, and travel by the Council on Aging's van.

Release and Waiver. We, the Participant and Guardian, do hereby release and forever discharge, hold harmless and agree to indemnify SCA AND BT from any and all liability, claims, and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from the Participant's activities with SCA AND BT. We, the Participant and Guardian, understand that this Release discharges SCA AND BT from any liability or claim either of us may have against SCA AND BT with respect to any bodily injury, personal injury, illness, death or property damage that may result from the Participant's activities with SCA AND BT, whether caused by the negligence of SCA AND BT or otherwise. We, the Participant and Guardian, further agree that if any third party makes a claim against SCA AND BT as a result of the Participant's participation in the Program, we will indemnify, defend, save and hold SCA AND BT harmless from any loss, liability, damage or cost which may be incurred as the result of such claim. We, the Participant and Guardian, understand that SCA AND BT does not assume any responsibility for or obligation to provide financial assistance or other assistance, including but not limited to medical, health or disability insurance in the event of injury or illness.

Medical Treatment. We, the Participant and Guardian, do hereby release and forever discharge SCA AND BT from any claim whatsoever which arises or may hereafter arise on account of any first aid, treatment or service rendered in connection with the Participant's activities with SCA AND BT, and give permission for such first aid, treatment or service to be rendered where SCA AND BT believes it to be necessary.

Assumption of Risk. We, the Participant and Guardian, hereby expressly and specifically assume the risk of injury or harm from the participation in the Program and release SCA AND BT from all liability for injury, illness, death or property damage resulting from such participation.

KNOWING AND VOLUNTARY EXECUTION: We, the Participant and Guardian, acknowledge that we have carefully read and fully understand the contents and legal ramifications of this Release. We, the Participant and Guardian understand this is a legally binding and enforceable contract and each signs it of his/her own free will. We, the Participant and Guardian, agree that if any portion of this Release is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

Guardian must sign below for any participating minor (those under 18 years of age).

Participant Signature: _____ Print Name: _____ Date: _____

Guardian Signature: _____ Print Name: _____ Date: _____

SCA Signature: _____ Print Name: _____ Date: _____

BT Signature: _____ Print Name: _____ Date: _____