

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

In consideration of allowing me to participate 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, hereby freely, voluntarily and without duress execute this Release and Waiver of Liability. I, the Participant, 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.** I, the Participant, 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. I, the Participant, 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. I, the Participant, 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. I, the Participant, 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.** I, the Participant, 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.** I, the Participant, 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:** I, the Participant, acknowledge that we have carefully read and fully understand the contents and legal ramifications of this Release. I, the Participant, understand this is a legally binding and enforceable contract and I sign it of my own free will. I, the Participant, 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.

Participant Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

SCA Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

BT Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_ Date: \_\_\_\_\_