**Gypsy Magic Community Garden Liability Waiver**

I,\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(print full name), am a participant in the Gypsy Magic Equine Outreach and Community Garden Program. As a condition of being allowed to participate in the Community Garden and Equine related outreach, I agree to the following:

1. I have received, reviewed, understand and agree to abide by the policies relative to use of the Gypsy Magic Equine Outreach and Community Garden and understand that use of the Gypsy Magic Community Garden may be denied if policies or rules are not followed.
2. I understand that my use of the Gypsy Magic Equine Outreach and Community Garden is voluntary and I do so at my own risk. I understand that neither the garden group nor owners of the land are responsible for my actions.
3. I understand that gardening is a potentially hazardous activity and hereby agree to expressly assume and accept all risks associated with gardening and the use of the Gypsy Magic Community Garden, including, but not limited to, those caused by terrain, facilities, soil conditions, temperature, physical exertion, insect/rodent exposure, chemical exposure and actions of other people, and assume any expenses and liabilities I incur in the event of an accident, illness or other incapacity. If I have had any questions about the Gypsy Magic Community Garden, its nature, risks or hazards, I have contacted the garden coordinator and discussed those questions with him or her to my satisfaction.
4. I undersigned volunteer, signing parent, or guardian understand that being in the presence of, nearby, or in direct contact with horses is a potentially hazardous activity. I understand that horses can be dangerous and unpredictable and accidents involved with horses can cause permanent injury or death and hereby agree to expressly assume and accept all risks associated with my involvement with the horses at Gypsy Magic Equine Outreach/Vineyard Oak Dressage.
5. As consideration for being allowed to use Gypsy Magic Equine Outreach Community Garden, I hereby agree that I, and my assignees, heirs, guardians, and legal representatives waive, release, and forever discharge Gypsy Magic Equine Outreach and Community Garden, Vineyard Oak Dressage Training, the Ross Ranch, the Garden Coordinator, volunteers, other gardeners, and the cooperating landowner (the Ross family), each of its officers, agents, employees, representative, and all others from any and all responsibilities or liability for injuries (including death), damages or loss including claims or causes of action, including those caused by the negligent acts or omissions of any of those mentioned, resulting from my use of the Gypsy Magic Equine Outreach and Community Garden or in any activities connected with the community garden.

**I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS.**

**I AM AWARE THAT THIS IS A RELEASE OF LIABILITY, AND SIGN IT OF MY OWN FREE WILL.**

**Name & Signature of Adult Participant**

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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**If participant is under 18 years of age, parent or guardian must read and sign the following:**

**This release, its significance, and assumption of risk have been explained to and are understood by the minor.**

Minor’s Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Minor’s Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Parent or Guardian Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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