

**UNCONDITIONAL RELEASE**

**CHARMAINE NYMANN COMMUNITY GARDEN**

THE UNDERSIGNED PERSON ("the "Gardener") has indicated intent to participate in the Charmaine Nymann Community Garden gardening program. The Gardener acknowledges that certain risks are inherent in participating in gardening activity. A risk that is expressly acknowledged is the use of herbicides and chemicals to control weeds in the near proximity of the designated garden location of Bear Creek Regional Park. The Gardener knowingly assumes any and all risks associated with gardening activity as a participant in the Charmaine Nymann Community Garden gardening program. As a condition of participating in the Charmaine Nymann Community Garden gardening program, the Gardener freely and unconditionally waives and releases El Paso County, and any and all of its elected officials, employees, representatives and agents and their successors and assigns from any and all claims to include, but not limited to, bodily injury and property damage, demands, costs, liabilities, expenses or attorney fees, asserted or that could be asserted, known or unknown, whether arising from contract or negligence, or attributable to civil rights, constitutional rights, statutory rights or otherwise, in any matter arising out of or attributable to the Gardener's participation in the Charmaine Nymann Community Garden gardening program. Gardener further agrees to defend, indemnify, and hold the County free and harmless from and against any and all liabilities, demands, claims, damages, suits, judgments and decrees, and Court awards including costs, expenses and attorney's fees, on account of injuries to or death of any person or persons, including Gardener or damage to any property arising out of or related to Gardener's intentional or negligent acts, errors or omission or that of its agents, officers, servants and employees, subcontractors or assignees, whether contractual or otherwise, during the performance of this Agreement and pursuant to its terms. Nothing in this section shall be deemed to waive or otherwise limit the defenses available to the county pursuant to the Colorado Governmental Immunity Act or otherwise provided by law. This unconditional release is binding upon the Gardener's heirs, executor, administrators, agents, liability insurers and assignees and shall be interpreted in accordance with Colorado law.

FURTHER, the Gardener freely and unconditionally waives and releases the Bear Creek Garden Association, its board of Directors, any representatives, and their successors, from any and all claims, exactly the same as detailed in the above paragraph, in any matter arising out of or attributable to the Gardener's participation in the Charmaine Nymann Community Garden gardening program.

Date: \_\_\_\_\_

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

Print Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

E-Mail: \_\_\_\_\_

STATE OF COLORADO    )  
  ) ss.  
COUNTY OF EL PASO    )

The foregoing Unconditional Release – Charmaine Nymann Community Garden was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_ ("Gardener").

Witness my hand and official seal.

My commission expires: \_\_\_\_\_

[SEAL]

\_\_\_\_\_  
Notary Public