

AGREEMENT  
BY AND BETWEEN  
THE TOWN OF MILLBURY  
AND

**BUTLER FARM COMMUNITY GARDEN**

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**RELEASE OF CLAIMS, INDEMNITY AND HOLD HARMLESS AGREEMENT**

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

WHEREAS, the undersigned would like permission to have a community garden plot in the Town of Millbury at the Butler Farm; and IN CONSIDERATION of the permission granted by the Town to the undersigned for the purposes set forth above and such other further consideration received from the Town, the sufficiency of which is hereby acknowledged, the undersigned hereby agrees to the following:

1. I am duly aware of the risks and hazards that may arise through participation in the Butler Farm Community Garden, 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 Butler Farm Community Garden, its nature, risks or hazards, I have contacted the garden coordinator and discussed those questions with him or her to my satisfaction.

2. In consideration of being granted the opportunity to participate in the Butler Farm Community Garden, I, for myself, my executors, administrators, agents and assigns do hereby release and forever discharge the Butler Farm Committee, Garden Coordinator, volunteers, other gardeners, and the Town of Millbury from all claims of damages, demands, and any actions whatsoever, including those based on negligence, in any manner arising out of my participation in this activity. I understand that this Release means that, among other things, I am giving up my right to sue for any such losses, damages, injury or costs that I may incur. Said indemnification shall include reimbursement for all costs of defense which might be incurred by the Town, including attorney fees.

\_\_\_\_\_  
(Name of Organization)

\_\_\_\_\_  
(Name of Committee)

\_\_\_\_\_  
(Signature of Applicant)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Mailing Address)

Tel. # \_\_\_\_\_

**APPROVED BY:**

\_\_\_\_\_  
Sean Hendricks Town Manager

\_\_\_\_\_  
(Date)