



Laguna Woods Village®

**GOLDEN RAIN FOUNDATION OF LAGUNA WOODS
A CALIFORNIA NONPROFIT MUTUAL BENEFIT CORPORATION**

HOLD HARMLESS, RELEASE AND WAIVER OF LIABILITY AGREEMENT

THIS AGREEMENT LIMITS THE LIABILITY OF THE GOLDEN RAIN FOUNDATION OF LAGUNA WOODS (“GRF”), A CALIFORNIA NONPROFIT MUTUAL BENEFIT CORPORATION, AND VILLAGE MANAGEMENT SERVICES, INC. (“VMSI”) A CALIFORNIA CORPORATION, AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SUCCESSORS AND ASSIGNS (ALL HEREAFTER COLLECTIVELY REFERRED TO AS “GRF RELEASEES”) AND WAIVES ANY CLAIM YOU MAY HAVE AGAINST GRF RELEASEES FOR INJURY OR DAMAGE, EXCEPT THAT WHICH ARISES FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF GRF RELEASEES. PLEASE READ CAREFULLY IT BEFORE SIGNING AND USING THE FACILITIES OR ANY EQUIPMENT.

I, _____, register to instruct or participate in activities at the Garden Center, a GRF facility and to use the facilities and equipment present therein.

I am aware that the use of the facilities and equipment presents a risk of injury to me and I am aware of the existing condition of the tree plots. I also am aware this includes, but is not limited, to uneven terrain and slopes.

I, on behalf of myself, my personal representatives, heirs and next of kin, warrant and agree as follows:

1. I understand that the use of the facilities, equipment, services, programs and premises includes an inherent risk of injury to persons and property;
2. I agree that all use of facilities, equipment and services, programs and premises are undertaken by me and at my sole risk.
3. I am in good physical condition and have no disabilities, diseases, illnesses, or other conditions that could prevent me from using the facilities and equipment without injuring myself or impairing my health and;
4. I agree to disclose any special medical conditions or limitations to facility staff before using the GRF facilities or equipment.
5. I understand that risk of injury includes, but is not limited to,
 - a. injuries arising from or relating to the use by myself or others of equipment and machines, locker rooms, wet areas and other amenities;
 - b. injuries arising from or relating to participation by myself or others in supervised and unsupervised activities or programs throughout the facilities;
 - c. injuries and medical disorders arising from or relating to the use of the facilities or equipment such as lacerations, abrasions, contusions, punctures, crushed appendages, amputations, burns, eye injuries or blindness, hearing loss, heart attack, stroke, death, heat stress, sprains, strains, broken bones, and torn muscles, tendons and ligaments among others; and
 - d. accidental injuries occurring anywhere in the facilities including lobbies, hallways, storage areas, locker rooms, or activities associated with GRF which are carried on anywhere or while I am traveling to or from the facility.

6. Accidental injuries include but are not limited to, those caused by myself, those caused by personal property, materials, equipment, apparel, other persons, GRF Releasees and those of a slip and fall nature.
7. I waive all claims which I or my personal representatives, heirs and next of kin may have against GRF Releasees, and on behalf of myself and my personal representatives, heirs and next of kin, release and agree to hold GRF Releasees absolutely harmless from all claims, demands, injuries, damages, actions, suits, or causes of action to persons or property, arising out of or in any way connected with my or others use of the facilities, equipment, premises, services or programs, including those arising out of any active or passive negligent act or omission of GRF Releasees, except that which arises out of the gross negligence or willful misconduct of GRF Releasees.
8. I agree to indemnify, defend and hold GRF Releasees absolutely harmless from all claims, demands, injuries, damages, actions, suits, or causes of action to persons or property, arising out of or in any way connected with my or others use of the Garden Center Tree Plots facilities, including those arising out of any active or passive negligent act or omission of GRF Releasees, except that which arises out of the gross negligence or willful misconduct of GRF Releasees.
9. I agree that I am solely responsible for loss or damage to my property in addition to property of others in my care or otherwise entrusted to me.
10. I have carefully read this Hold Harmless, Release and Waiver of Liability Agreement and fully understand it is a release of liability. I am waiving any right that I may have to bring legal action or assert a claim against GRF Releasees for negligence, except that which arises from the gross negligence or willful misconduct of GRF Releasees.

I agree that this HOLD HARMLESS, RELEASE AND WAIVER OF LIABILITY AGREEMENT is intended to be as broad and inclusive as permitted by the laws of the State of California, and that if any portion is ruled invalid, the balance shall continue in full legal force and effect.

I HAVE READ AND VOLUNTARILY SIGN THIS HOLD HARMLESS, RELEASE AND WAIVER OF LIABILITY AGREEMENT, which shall remain in effect for so long as I shall use the facilities or equipment and agree that no oral agreements, representations, statements or inducements apart from this written agreement have been made.

I HAVE READ THIS AGREEMENT AND UNDERSTAND THAT IT LIMITS THE LIABILITY OF GRF RELEASEES AND WAIVES ANY CLAIM FOR ANY INJURY I MAY SUSTAIN, OR LOSS OF, OR DAMAGE TO, MY PROPERTY IN CONNECTION WITH MY USE OF THE FACILITIES OR EQUIPMENT.

Name: _____ **Name:** _____
(Please Print) (Signature)

Address: _____

Resident ID#: _____ **Phone #:** _____

Email: _____ **Plot(s):** _____

Date: _____