

**RELEASE AND WAIVER OF LIABILITY AND
INDEMNITY AGREEMENT WITH PARENTAL CONSENT
("AGREEMENT")**

DATE ___/___/___

Participant's First Name _____ Last Name _____

Participant's Nickname _____

Participant's Date of Birth _____

Parent or Guardian Name _____

Address _____

City _____ State _____ Zip _____

I, _____, the undersigned legal guardian of _____, authorize him/her to enter upon 1636-38 Church Lane, Philadelphia, PA (the "Premises") to participate in Dream Invent Think Organize (DITO) Inc's ("DITO") educational community garden ("Garden").

In consideration of participating in the Garden at the Premises, on behalf of myself, my spouse, my child(ren), the other parent of my child(ren), my parents, my heirs, successors, assigns, personal representatives, and estate, I hereby release, indemnify, defend, hold harmless, and discharge the Philadelphia Redevelopment Authority, the City of Philadelphia and their respective directors, officers, employees, agents, and all other persons or entities acting in any capacity on their behalf (collectively, the "Authority"), as follows:

I hereby voluntarily release, forever discharge, and agree to indemnify, defend, and hold harmless the Authority from and against any and all claims, suits, actions, liabilities, demands, damages and/or expenses (including, without limitation, reasonable attorney fees and court costs) relating to any and all bodily injury (including death) and/or damage to property, which are in any way connected with my and/or my child(ren)'s participation in the Garden, entry onto the Premises or from any act or omission of the Authority, its invitees or licensees. Should the Authority become subject to any claims, suits, actions, liabilities, demands, or damages brought by my spouse, my child(ren), the other parent of my child(ren), my parents, my heirs, successors, assigns, personal representatives, estate, or any other member of my immediate family, which are in any way connected with my and/or my child(ren)'s participation in the

Garden, I agree to indemnify, defend and hold harmless the Authority from such claims, suits, actions, liabilities, demands, damages and/or expenses.

If there are any disputes, claims, suits, actions, liabilities, demands, damages and/or expenses between myself and/or my child(ren) and the Authority, on behalf of myself and/or my child(ren), I hereby waive any right I and/or my child(ren) may have to a jury trial.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against the Authority on the basis of any claim from which I have released it herein. I have had sufficient opportunity to read this entire document. I understand this Agreement and I voluntarily agree to be bound by its terms. I intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this Agreement is held to be invalid, the balance, notwithstanding, shall continue in full force and effect.

I further certify that I am the parent or legal guardian of the child(ren) listed above on this Agreement. I further certify that I have been granted authority by my spouse/partner/other parent to sign this Agreement on behalf of the child(ren) listed above in this Agreement.

Parent/Guardian: _____ Date: ___/___/___

DITO: _____ Date: ___/___/___