

**GREENWOOD VILLAGE COMMUNITY ASSOCIATION
GARDEN PLOT
WAIVER AND RELEASE**

A Community Garden is not one of the amenities included in the original Greenwood Village Community Association ("GVCA") documents or facilities. The GVCA Board of Trustees ("Board") subsequently authorized a group of volunteer gardeners to establish a Community Garden south of Canyon View Rd. ("Garden Property"). GVCA owns the Garden Property, but First Energy has a right-of-way through the Garden Property. The GVCA Garden Committee ("Committee") manages the Garden Property with a chairperson reporting to the GVCA Board. The purpose of this waiver and release ("Release") is to have each gardener understand and agree that he/she gardens at his/her own risk.

I, _____, am the owner of _____, Sagamore Hills, Ohio 44067, which is part of the GVCA. As a GVCA member, I have rented a garden plot in the Garden Property for personal gardening work. I understand and acknowledge that First Energy has the right to enter the Garden Property at any time, with or without notice to GVCA or myself, to maintain or expand its transmission facilities and in so doing may damage or destroy garden crops. I waive and release GVCA, including the Committee, of any liability or responsibility for such action by First Energy. Additionally, I agree that the Board has the right to immediately, without notice, and without cause, terminate my right to conduct gardening work in or on the garden plots located on the Garden Property.

I understand and acknowledge that I may conduct gardening work by using manual or power machinery, tools, or equipment, including without limitation, a lawn mower, roto-tiller, and hose, (collectively referred to as "tools and equipment"). I agree and understand that the GVCA, including the Committee, make no representation, assurances, or warranty as to the condition, quality, and ability of such tools and equipment. Any gardening work done or any tools and equipment used, whether provided by the Committee, myself, or another gardener, is done or used at my sole risk. I, on behalf of myself, my successors, and assigns, waive and release GVCA, its Board and Committee members, owners, agents, and/or employees, from and against any and all damage, loss, or injury of any nature or kind (including death) to myself, my property, or the person or property of anyone else, that may arise from or relate to such gardening work or tool and equipment use.

I understand and acknowledge that GVCA, including the Committee, makes no representation, assurance, or warranty as to the condition, quality, content, or fitness of the soil in the garden plots, or the crops or food produced in and yielded from the garden plots. I also agree and understand that human consumption of food or crops produced on the garden plots may be dangerous to health. I also agree that GVCA's Board may, but is not required to, regulate the use of any fertilizers, pesticides, or any other chemicals ("chemicals") to be used in the Garden Property. I, on behalf of myself, my successors, and assigns, waive and release GVCA, its Board and Committee members, owners, agents, and/or employees, from and against, any and all damage, loss, or injury of any nature or kind (including death) that may arise from or relate to the use of any chemicals in the Garden Property, or to soil, food, and/or crop contamination, or to the consumption of crops or foods produced from any part of the Garden Property.

I certify that I read the foregoing waiver and release and understand its contents, understand that this Release is to be interpreted according to the fair meaning of the language used and not in favor or against any party, and sign this Release as my own free act, with the intention to be legally bound, and to bind any person who could claim through me, on and after the date set forth below.

READ CAREFULLY BEFORE SIGNING!

X _____

Date

Print Name

Address: _____
Sagamore Hills, Ohio 44067