



Release and Waiver of Liability and Indemnification Agreement

In consideration of being permitted to participate in this Western Growers Association (WG) activity, I hereby release, waive, discharge WG, its parents, subsidiaries or other affiliates, officers, agents, or employees ("**Releasees**") from any and all liability, claims, demands, actions, and causes of action of any kind or nature arising out of or related to any loss, damage, or injury, including death, that I or any of my property may sustain resulting from my participation in or in any way connected with my participation in such activity, regardless of whether such loss is caused by the negligence of the Releasees and regardless of whether such liability arises in tort, contract, or otherwise, and covenant not to sue the Releasees based on the same.

This document is a legally binding contract which is intended to provide a comprehensive release of liability but is not intended to assert any claims or defenses which are prohibited by law.

I understand that participation in this activity involves an inherent risk of personal injury and even death, and I hereby elect to voluntarily participate in said activity, knowing that the activity may be hazardous to me and my property. I assume full responsibility for any risks of loss, property damage, or personal injury, including death, that I or my property may sustain as a result of being engaged in such activity, whether caused by the negligence of the Releasees or otherwise, including as a result of negligent rescue operations. I hereby acknowledge that I know of no medical reason why I should not participate in this activity.

I further covenant and agree to indemnify and hold harmless the Releasees from any loss, liability, damage, or costs, including attorneys' fees and court costs, they may incur arising out of or related to my participation in the activity, whether caused by the negligence of the Releasees or otherwise, including as a result of negligent rescue operations.

It is my express intent that this Release and Waiver of Liability and Indemnification Agreement ("**Release**") bind my family members, spouse, heirs, assigns, personal representatives, and anyone else entitled to act on my behalf to the extent they act on my behalf, and is deemed as a release, waiver, discharge, and covenant not to sue the Releasees.

I understand that I may later discover claims or facts that may be different than, or in addition to, those which I now know or believe to exist with regards to the subject matter of this Release Agreement, and which, if known at the time of signing this release, may have materially affected this Release Agreement or my decision to enter into it. Nevertheless, I hereby waive any right or claim that might arise as a result of such different or additional claims or facts.

I HAVE BEEN MADE AWARE OF, AND UNDERSTAND, THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542 AND HEREBY EXPRESSLY WAIVE ANY AND ALL RIGHTS, BENEFITS, AND PROTECTIONS OF THAT STATUTE, WHICH PROVIDES:

"A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party." (Cal. Civ. Code §1542.)

I further covenant and agree that this Release will be construed in accordance with the laws of the State of California and that any mediation, suit, or other proceeding relating to this Release and any activities covered hereby must be filed or entered into only in California and the federal or state courts of California. Any portion of this Release deemed unlawful or unenforceable is severable and shall be stricken without any effect on the enforceability of the Release as a whole to the full extent authorized by law.

I have read and fully understand this Release as set forth above and understand that I have given up substantial rights by signing it. I certify that I have reached the age of majority and have signed under my own free will, and that I am suffering under no impairments or previous injuries that would prevent my participation in this activity or potentially lead to my injury or the injury of another participant.

Date:	Name:	Event: 'The Nexus of Soil Health and AgTech', Field Day at Braga Fresh
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Signature: _____

Name/Signature of parent/guardian if under 18 years of age:

Name (Print) _____

Signature _____