

**DANIA BEACH PATCH COMMUNITY GARDEN**

**RELEASE, HOLD HARMLESS AND INDEMNIFICATION**

In exchange for permission granted to the Participant identified below as a community gardener by the City of Dania Beach, Florida (the "City") and the Dania Beach Community Redevelopment Agency (the "CRA"), such terms also including each of their elected officials, employees, agents, attorneys, and all persons and entities directly or indirectly associated with them in connection with the Dania Beach PATCH Community Garden (the "Garden") promoted by the CRA, and for other good and valuable consideration, the adequacy and receipt of which are acknowledged, the Participant and the Participant's successors, assigns, administrators, agents, representatives, attorneys, guests and any person and any entity of any kind claiming by, through or under him or her remise, release, acquit, satisfy and forever discharge both City and CRA from every and any manner of action and actions, cause and causes of action, damages, suits and claims and demands whatsoever, whether known or unknown, in law or in equity, which Participant ever had, now has, or which Participant, or anyone claiming by, through or under Participant subsequently can, shall or may have against both City and CRA, upon or by reason of any matter, cause or thing whatsoever, specifically including, but in no way limited to, all matters arising from or relating to the authorization granted by both City and CRA to Participant for permission to enter the Garden and conduct community gardening related activities. Participant also specifically agrees to indemnify and hold harmless the City and CRA from any claim, action, proceeding, liability, damage, loss (including but not limited to any attorney fees, court costs or both) arising out of the Event. If the City or CRA are named in any such claim, action or proceeding, Participant shall defend both the City and CRA at no cost whatsoever to either of them, with legal counsel paid for by the Participant and selected by and approved by both City and CRA. Participant further agrees to indemnify, defend and hold both City and CRA free and harmless from any and all claims of any nature or kind whatsoever, by any individual or entity whatsoever arising from or in connection with the foregoing Garden, including any time associated with Participant's entry and departure from the Garden.

It is further understood and agreed to by and between the parties identified in this Release, Hold Harmless and Indemnification Agreement that no promise, assurance, warranty, representation or agreement not expressed in this document has been made by the parties to it, and that the terms of the document are contractual and not a mere recital.

This document shall be governed by and construed in accordance with the laws of the State of Florida.

**IN WITNESS OF THE FOREGOING**, the undersigned executed this document on

\_\_\_\_\_, 2018

**WITNESSES:**

**PARTICIPANT:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
**PRINT** Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
**PRINT** Name

\_\_\_\_\_  
**SIGNATURE** of Participant (identify full legal name of individual)

\_\_\_\_\_  
**PRINT** Name

STATE OF FLORIDA        )  
COUNTY OF BROWARD    )

I CERTIFY that on \_\_\_\_\_, 2017, before me, an officer duly authorized in the State aforesaid, appeared \_\_\_\_\_, an individual, who is personally known to me, or who has provided \_\_\_\_\_ as identification, and who executed it and he/she acknowledged before me that he/she executed the same only for the purposes expressed in it.

\_\_\_\_\_  
NOTARY PUBLIC  
State of Florida at Large

\_\_\_\_\_  
**PRINT** Name of Notary Public

My Commission Expires: