



## **COMMUNITY FARMER AGREEMENT WITH WAIVER, RELEASE AND INDEMNITY**

**In consideration for the right to participate in the Cable Community Farm (“the CCF” or “Community Farm”) and for other valuable consideration the receipt and sufficiency of which are hereby acknowledged, I agree as follows:**

- 1) I agree to be bound by all the published rules for the Cable Community Farm. I understand that participation in the CCF is voluntary. I choose to participate freely and understand that gardening is a physical outdoor activity.
- 2) I agree that my participation in the Community Farm is subject to the usual hazards of farm-like/gardening activities. These activities involve inherent risks, including but not limited to: use of tools, lifting and digging, slips and falls, weather exposure, insect stings and bites, wildlife encounters, allergic reactions, soil or water contaminants, and the actions of other participants. I agree to assume all risk of injury, death or loss to myself or damage or loss to my property in pursuance of farming/gardening related operations, or in performing work on buildings, fences, or other improvements, or in using tools or equipment, or in connection with any animals or insects or other persons which are present, or related to the quality or condition of produce or animal products, or otherwise in connection with the Community Farm.
- 3) I understand that the CCF is not responsible for theft, damage or loss of personal property.
- 4) I understand that I am responsible for my own medical insurance and expenses. I authorize emergency medical care if necessary.
- 5) As to any photograph or other image in connection with the CCF, I grant to the photographer and to the CCF the irrevocable and unrestricted right to use and publish any photographs or other images of myself and/or my child{ren} for the general promotion of the CCF

and its programs. If you wish to opt out of being in photographs or don't want your minor children included in photographs used in our social media or promotional materials, please check the box.

Do not include images of myself in the CCF materials.

Do not include images of my minor child{ren} in the CCF materials.

- 6) On behalf of myself and all my insurers, survivors, heirs, successors, and assigns, I release and waive any and all claims against the CCF with respect to or in any manner arising from any injury or death or property damage or loss I may sustain in pursuance of farming related operations, or in performing work on buildings, fences, or other improvements, or in using tools or equipment, or in connection with any animals or insects or other persons which are present, or related to the quality or condition of produce or animal products, or otherwise in connection with the CCF except to the extent such death or injury or property damage or loss is solely caused by the willful misconduct of the CCF. This paragraph will survive any termination of this Agreement.
- 7) I agree to defend, indemnify and hold the CCF harmless against all claims, liabilities, losses, damages, expenses, and attorneys' fees arising from any death or injury or property damage<sup>23</sup> or loss that may be suffered or sustained as a result of my acts or omissions as a Community Farm participant including without limitation death, injury, damage or loss caused by any animal or insect I bring onto the farm, or by produce or animal products I distribute.
- 8) This Agreement is governed by Wisconsin law. All disputes that arise out of or relate directly or indirectly to the formation, performance, or alleged breach of this Agreement, including without limitation all claims for death or personal injury or property loss or damage, shall be resolved by binding arbitration in accordance with the Commercial Rules of the American Arbitration Association in existence as of the date of this Agreement.
- 9) If any provision in this Agreement is held invalid or unenforceable, the other provisions will remain enforceable, and the invalid or

unenforceable provision will be considered modified so that it is valid and enforceable to the maximum extent permitted by law to protect the CCF.

- 10) I agree to comply with all published garden rules and safety guidelines. Failure to comply may result in suspension or termination of participation privileges.

**I have read this Assumption of Risk and Release of Liability carefully. I understand that by signing this document I am giving up certain legal rights. I sign this Agreement voluntarily and without coercion.**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Second Adult Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Minor or Other Participant Without Legal Capacity:

Name of minor: \_\_\_\_\_

Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Revision date: February 2026