GRESHAM JAPANESE GARDEN
RELEASE, WAIVER OF LIABILITY AND
INDEMNITY AGREEMENT

"Gresham Japanese Garden" (GJG) is a Public Benefit not-for-profit corporation administering Gresham's Tsuru Island and buildings used for developing and maintaining the garden on Tsuru Island. (The "Property") The undersigned "Renter" desires to rent at the Property.

Rental Description: _____

IN FURTHER CONSIDERATION of Renter being permitted to rent and attend in the Event, the Renter and their guests, and Gresham Japanese Garden agree as follows:

1. Gresham Japanese Garden is an Oregon not-for-profit corporation operated entirely by volunteers. The officers, directors, and volunteers assume these roles for the purpose of beautifying the Property, providing a benefit to the people of Gresham, and not for any personal gain. As such, while Gresham Japanese Garden has a wealth of expertise in gardening activities, it has no funds for employing safety experts or staff to monitor activities in the property.

2. There are risks inherent in renting in the Property. These include the risk of injury, paralysis or death resulting from the nature of having an event in an ornamental garden. For example, uneven ground, unstable improvements, allergic reactions to plantings or gardening chemicals, or errors by inexpert volunteers. Indoor events carry additional risks. For example, exposure to supplies, slippery steps, uneven stones, uneven lighting. The foregoing lists are not intended to be an exclusive listing of "Risks" inherent in use of the Property, but rather to illustrate the general nature of the Risks of which Renter and their guests needs to be aware.

3. As a volunteer run not-for-profit, the Releasees have limited ability to absorb and manage the Risks or the financial consequences of the Risks other than the provision of commercially reasonable insurance, to the extent available to GJG. Further, Renter acknowledges that Renter is equally or more capable of protecting itself and Guests from the Risks than is GJG;

4. I willingly agree to comply with the stated and customary terms and conditions for renting, including without limitation, safety related guidance and expectations. If, however, I observe any unusual significant hazard during my presence or rental, I will cancel my reservation and bring such to the attention of the Event organizers and / or Gresham Japanese Garden staff; and,

5. Renter and renter's guests KNOWINGLY AND FREELY ASSUMES ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES (defined below) or others, and assumes full responsibility for my participation; and,

   THEREFORE:

6. I, for myself and on behalf of my heirs, guests, personal representatives and next of kin, HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS the GRESHAM JAPANESE GARDEN, its officers, directors, volunteers, agents and/or employees, other Renters, sponsors, advertisers, and, if applicable, owners and lessors of the Property (the "Releasees"), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property associated with my presence or participation, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law; and from any loss, liability, damage or cost they may incur due to the presence of the undersigned in, upon or about the Property.

7. THE UNDERSIGNED further expressly agrees that the foregoing RELEASE, WAIVER AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by the law of the State of Oregon and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THIS RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agrees that no oral representations, statements, or inducement apart from the foregoing written agreement have been made.

I HAVE READ THIS RELEASE AND I UNDERSTAND THIS RELEASE.

_____   _____

Signature of Renter   Date

Print Name: _____