

**GENERAL RELEASE OF ALL CLAIMS**

This General Release of All Claims (hereinafter the "Release") made on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ (hereinafter referred to as "**Gardener**"), a natural person, who, in consideration for performance of the undertakings set forth in Paragraph 1 of this Release hereby Agrees to Release Chattahoochee Run Community Association, Inc. ("Association"), a Georgia nonprofit corporation, for liability for all claims, as follows:

1.

A. Association owns land known as the Community Field, located in Suwanee, Georgia, within the Chattahoochee Run subdivision and has set aside a certain tract of that land for use as a community garden, (hereinafter, the "Community Garden");

B. Association had made land within the Community Garden available to Chattahoochee Run & Point residents who wish to avail themselves of the opportunity to have a seasonal garden, subject to a first-come, first-served policy and to availability of land within the Community Garden, with payment of a one-time fee of \$250 or an annual membership fee and subject to the Chattahoochee Run and Point Community Garden Guidelines and Rules.

2,

For and in consideration of use of the Community Garden, Gardeners agree and consent as follows:

A. Gardeners agree and consent that Association shall have no liability for loss or damage to any equipment or supplies that may be brought onto the Community Garden property.

B. Gardener shall be responsible, at his / her sole expense, for all activities associated with cultivating their assigned plot in the Community Garden, including seed, fertilizer, and planting and maintaining their tract.

C. Gardener does hereby agree for himself / herself and for his / her heirs, to fully, finally and forever, release, acquit, indemnify and defend and discharge the Association, and the Association's officers, directors, agents, and employees, from any and all claims and demands, whatsoever in law or in equity, and from any and all actions and causes of action, damages, claims for injuries, both known and unknown, including future litigation costs and attorneys' fees incurred, expenses and compensation on account of, or in any way arising from participation or use or resulting from or relating to the Community Garden. I hereby agree to indemnify and hold the Association harmless from any and all costs, including attorney's fees, for claims of liability that may be made by me or third parties from participation in the Community Garden.

3.

This Agreement contains the entire agreement between the Parties. No promise, inducement, or representation other than herein set forth has been made, and the terms of this Agreement are contractual and not a mere recital.

4.

Venue to enforce this Agreement shall be only in the Superior Court of Gwinnett County, Georgia. Any and all defenses to venue are hereby waived. The law of the State of Georgia shall control interpretation of this Agreement.

5.

Each of the undersigned hereby certifies that he or she is over the age of eighteen (18) and suffering under no legal disability.

6.

It is further agreed that the undersigned have fully and completely read the Agreement in its entirety, and that each signed this document on his or her own free will. It is further understood by the undersigned that this is a legal document and that they have a right to obtain legal counsel, at his or her own expense, before signing.

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**Resident Name (printed)**

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**Resident Address (printed)**

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**Resident Signature**

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**Date**