

Town of Middletown, Rhode Island

**COMMUNITY GARDENS
HOLD HARMLESS AGREEMENT**

In consideration of being granted permission to use a garden plot in the Town of Middletown's Community Garden, the undersigned agrees to release, indemnify and hold harmless the Town of Middletown, the Middletown Public Library, its Board of Trustees, and all agents and employees of the Town and the Library, hereinafter collectively referred to as the "Town" from any and all claims, causes of action, damage, liability and cost and expenses, including litigation costs and attorneys' fees, against or incurred by the "Town", and further agrees to waive and release any and all claims or causes of action of every kind and nature whatsoever, both in law and equity, whether known, unknown, foreseen, unforeseen, foreseeable or unforeseeable, which the undersigned, or anyone claiming through or against the undersigned, might have, including without limitation claims for personal injury, death or property damage resulting from, arising out of, or being in any way connected with the use of the above-described Town-owned property.

I have read this Hold Harmless Agreement and I understand and agree that I am fully responsible for any and all liability, claims, demands or damages, whether know or unknown, and foreseen or unforeseen, incurred by the Town as a result of me using the garden plot whether those claims are by me or anyone claiming under or through me.

I agree, for myself, and anyone claiming by through or under me, to fully and completely release the Town from any and all claims, demands, damages, injuries, losses or liabilities arising out of my use of the Garden Plot.

Agreed to and accepted this _____ day of _____, 20__.

Printed Name: _____

STATE OF RHODE ISLAND

COUNTY OF NEWPORT

In _____, in said County, on the ____ day of _____, 20__ before me personally appeared _____, to me known and known by me to be the person executing the foregoing instrument, and she/he acknowledged said instrument and the execution thereof, to be her/his free act and deed.

Notary Public

My commission expires:

