

**Sisters Community Garden
Sisters, Oregon**

Release of Liability

In exchange for participation in the activity of visiting the property, organized by Sisters Airport Property LLC and Sisters Runway Inc, Energyneering Solutions Inc (“Sisters Airport Property LLC and Sisters Runway Inc and ENERGYneering Solutions Inc.”), of 15820 Barclay Drive, Sisters, Oregon 97759, and the Sisters Community Garden (“Garden”), and/ or use of the property, facilities and services of Sisters Airport Property LLC and Sisters Runway Inc and ENERGYneering Solutions Inc, I agree for myself and (if applicable) for the members of my family to the following:

1. I agree to observe and obey all posted rules and warnings, and further agree to follow any oral instructions or directions given by the Garden Manager, Sisters Airport Property LLC and Sisters Runway Inc and ENERGYneering Solutions Inc, or the employees, representatives or agents of Sisters Airport Property LLC and Sisters Runway Inc and ENERGYneering Solutions Inc.

2. I recognize that there are certain inherent risks associated with the above described activity and I assume full responsibility for personal injury to myself and (if applicable) my family members and further release and discharge Sisters Airport Property LLC and Sisters Runway Inc and ENERGYneering Solutions Inc and the Garden for injury, loss or damage arising out of my or my family’s use of or presence upon the facilities of Sisters Airport Property LLC and Sisters Runway Inc and ENERGYneering Solutions Inc, whether caused by the fault of myself, my family, Sisters Airport Property LLC and Sisters Runway Inc and ENERGYneering Solutions Inc, the Garden or other third parties.

3. I agree to indemnify and defend Sisters Airport Property LLC and Sisters Runway Inc and ENERGYneering Solutions Inc and the Garden against all claims, causes of action, damages, judgments, costs or expenses, including attorney fees and other litigation costs, which may in any way arise from my or my family’s use of or presence upon the facilities of Sisters Airport Property LLC and Sisters Runway Inc and ENERGYneering Solutions Inc.

4. I agree to pay for all damages to the facilities of Sisters Airport Property LLC and Sisters Runway Inc and ENERGYneering Solutions Inc caused by my or my family’s negligent, reckless, or willful actions.

5. Any legal or equitable claim that may arise from participation in the above shall be resolved under Oregon law.

I HAVE READ THIS DOCUMENT AND UNDERSTAND IT. I FURTHER UNDERSTAND THAT BY SIGNING THIS RELEASE, I VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS

Dated: _____ Signature: _____

Participant: _____

Address: _____

_____, Oregon _____