

GENERAL RELEASE OF ALL CLAIMS

This General Release of All Claims (hereinafter the "Release") made on this _____ day of _____, 2009, by _____ (hereinafter, "_____"), a natural person, who, in consideration for performance of the undertakings set forth in Paragraph 1 of this Release hereby Agrees to Release Gwinnett County, a body corporate and politic and a political subdivision of the State of Georgia, for liability for all claims, as follows:

1.

A. The County owns land known as the Lanier Filter Plant, located on Buford Dam Road in Buford, Georgia, and has set aside a certain tract of that land for use as a community garden, (hereinafter, the "Community Garden");

B. The County will make land within the Community Garden available free of charge to citizens 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;

C. The County will till the entire Community Garden before planting begins, will provide water for the Community Garden at a site convenient to the garden plot and may provide a storage shed at no cost to the people who use the Community Garden. However, the County shall have no liability for loss or damage to any equipment or supplies that may be brought onto the Community Garden property; and

D. A person's signature on this Release will authorize his / her entry onto the Community Garden property.

2.

_____ shall be responsible, at his / her sole expense, for all other activities associated with cultivating their tract in the Garden Plot, including seed, fertilizer, and planting and maintaining their tract.

3.

THEREFORE, for and in consideration of action by the County to make the Community Garden available and to till said Community Garden before planting, _____ does hereby agree for himself / herself and for his / her heirs, successors and assigns, now and forever, to fully and finally, release, acquit, indemnify and defend and discharge the County, and each and every one of the County's agents, officers, and employees, and all others directly and indirectly liable, 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, expense and compensation on account of, or in any way growing out of any and all known and unknown damages resulting from or relating to the Community Garden.

4.

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.

5.

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.

6.

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

7.

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