

**RURAL PLAINS ASSOCIATION OF OWNERS
COMMUNITY GARDENS USE AGREEMENT AND RELEASE**

Printed Name: _____

Email: _____

By checking this box, I agree that my email and plot number can be shared with other gardeners for communication purposes.

Address: _____

Primary Phone: _____ Secondary Phone: _____

Emergency Contact Information: _____

Term: Date hereof until and including _____ or the date upon which I sell the residence located at the address above.

I hereby request entry for me and my guests, family, children, or others living in my household ("Permitted Users") to the community gardens and related facilities at the Berry Farms Community Gardens located at Berry Farms, Franklin, TN (the "Facilities") operated by the Rural Plains Association of Owners. (the "Association") during the term noted hereinabove. Any children younger than 16 years of age must be accompanied by me or another adult Permitted User. The entry to the Facilities is conditioned upon me owning a property within the Berry Farms Community as my personal residence. Entry and access to the Facilities is further conditioned upon me being in good standing with the Association and under the Declaration of Covenants, Conditions, and Restrictions for the Rural Plains Town Center of record in Book 5614, Page 741 in the aforesaid Register's Office, as amended ("Declaration"). If, at any time, I no longer own a home in the Berry Farms Community as my personal residence or if, at any time, I owe money to the Association or am otherwise in default of the Declaration, my ability to use the Facilities shall automatically cease and be deemed null and void.

The Association nor any of the Released Parties (hereinafter defined) have made any representation or warranty regarding the condition of the Facilities and HEREBY DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES INCLUDING, WITHOUT LIMITATION, REPRESENTATIONS AND WARRANTIES OF FITNESS OR PARTICULAR USE. I assume full responsibility for my conduct as well as the conduct of the Permitted Users or any other person that accesses or uses the Facilities with me or on my behalf. I further assume full responsibility for the condition of the Facilities at the end of use. I understand I am responsible for picking up and disposing of any trash that my guests, my children or I cause to be left at the Facilities. All plants, crops or any property or equipment of mine or of the Permitted Users used at or in connection with the Facilities shall be so used, kept or stored at my sole risk only. I acknowledge and accept full and complete responsibility for damage to any products or crops that I may plant or grow at the Facilities or personal property or equipment I may use. The Association is not responsible for any damage to products or crops or other property or equipment used or implemented by me or my guests, family members or visitors.

I agree to assume responsibility for and release the Association, owners, residents, any management personnel hired by the Association, and Boyle Nashville, LLC and its officers, directors, and employees (collectively, the "Released Parties"), from any claims, demands, debts, actions, causes of action, suits, personal injury, property damage, agreements, obligations, defenses, offsets and liabilities of any kind or character whatsoever known or unknown, suspected or unsuspected, in contract or in tort, at law or in equity, that my children or I ever had, now have, or may hereafter have (collectively, the "Claims") against the Released Parties for or by reason of any matter, cause or thing whatsoever occurring in connection with our use of the Facilities (collectively, the "Release").

THIS RELEASE EXPRESSLY INCLUDES ANY CLAIMS ARISING OUT OF THE NEGLIGENCE OR ALLEGED NEGLIGENCE OF ONE OR MORE OF THE RELEASED PARTIES.

This Release also includes, but is not limited to, the results of any acts of the Permitted Users, or me, or any other person or party using or accessing the Facilities with me or otherwise related to me. I further waive any claim for damages for or arising out of the use of the Facilities. I further acknowledge that I am engaging in this activity at my own request and risk and am not entitled to compensation, benefit or insurance coverage from the Association, nor will I claim any from the Association.

I agree to defend, indemnify and hold the Released Parties harmless from and against any case of action, claim, personal injury, property damage, obligation, liability, cost or expense, including reasonable attorneys' fees, incurred, arising out of or resulting from my use or the use by the Permitted User, or any other person or party using or accessing the Facilities with me or otherwise related to me, including, without limitation, my children's use of the Facilities (collectively, the "Indemnity").

THIS INDEMNITY EXPRESSLY INCLUDES ANY CLAIMS ARISING OUT OF THE NEGLIGENCE OR ALLEGED NEGLIGENCE OF ONE OR MORE OF THE RELEASED PARTIES.

I, for myself and on behalf of my Permitted Users, my heirs, assigns, personal representatives, and next of kin, further agree that I WILL NOT SUE OR MAKE ANY CLAIM against Released Parties for damages or other losses sustained as a result of my participation in the Activities.

The undersigned hereby acknowledges and agrees that this release, waiver and indemnity agreement is effective on the date set forth below, and shall continue to be in effect and binding upon the undersigned after the date set forth below during each and every time the undersigned, any Permitted User or any other person or entity related to me accesses, visits or uses all or any part of the Facilities.

The undersigned further agrees that this release, waiver and indemnity agreement is intended to be as broad and inclusive as permitted by the laws of the State of Tennessee, and that if any portion of the agreement is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. The releases, indemnities and waivers set forth herein shall survive my death, any expiration or termination of this Agreement and/or non-use of the Facilities.

I HAVE READ THIS RELEASE AND FULLY UNDERSTAND ALL ITS TERMS AND EXECUTE IT VOLUNTARILY WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE. I UNDERSTAND THAT I HAVE GIVEN UP LEGAL RIGHTS BY SIGNING THIS AGREEMENT. I SIGN IT FREELY AND VOLUNTARILY AS MY OWN FREE ACT AND DEED WITHOUT ANY INDUCEMENT, COMPULSION OR DURESS. I execute this release on behalf of myself, my estate, heirs, executors, administrators, and assigns and on behalf of my family (including, without limitation, my children) and my guests. I agree that my guests, family, others living in my household, and I have read and will abide by this agreement and all rules of the Association related to the Facilities and understand that any damage resulting to the Facilities area because of any of the above stated persons' use of the Facilities will be paid in full by me personally. If, at any time, I am liable to the Association for damage to the Facilities or otherwise owe money or damages to the Association due to my violation of the terms and conditions of this agreement or the rules of the Association related to the Facilities, the Association, in addition to all rights or remedies available to it at law or in equity, shall have all rights and remedies granted to it in the Declaration, including, without limitation, the right to fine or lien my property.

I acknowledge that I have received a copy of and have read all the community gardens rules and agree to abide by ALL of the rules.

Signature: _____ Date: _____

For Administrative Use Only
Plot Number: _____