



Waiver Number: W2023-01

Alliance Community Garden Waiver

Garden Use, Waiver of Liability, Release and Indemnification Agreement

Welcome to The Alliance Community Garden

1. TEMPORARY RIGHT TO GARDEN

1.1 Plot. You have the temporary right to garden in plot(s) (the “**Plot**”) in the Garden. Your immediate family members may garden with you as your guests. You may use the Plot from April 1st to October 31st, you will have the chance to renew your membership on an annual basis and keep your plot for as long as the garden is running at that location and that you are following the Garden Rules.

1.2 No Refund. You understand that you will not get a refund or reimbursement for your expense, or any other payment if you decide not to garden or if the Licensee terminates your right to garden, even if you spend a lot of time and money on the garden. You understand that only you and no one else, including your family, has any rights under this Agreement.

1.3 Fee. When you sign this document, you will pay a fee of **\$15.00** to use the Plot. Thereafter, you will pay an annual fee, no later than May 31th. You understand that we may increase the fee in future years.

1.4 No Transfer. You cannot let anyone other than your immediate family garden here unless the Garden Manager gives our agreement in writing.

2. LIABILITY WAIVER, RELEASE, INDEMNIFICATION AND ACKNOWLEDGEMENTS

2.1 Awareness of Risk. You understand that participating in the Garden has a risk of death or injury to yourself or your guests and damage to your personal property. The risks could be caused by you, other gardeners, the Licensee, or the owner of the property on which the Garden is located (referred to as “**Landowner**”). The risk could also come from the condition of the land where the Garden is located, or the equipment and tools available at the Garden, or the weather or other environmental or local conditions. You also understand that hazardous conditions may exist at the Garden and that other gardeners may be unskilled.

2.2 Assumption of Risk and Waiver and Release of Claims. In exchange for your right to participate in the Garden, you agree to take on the risk of harm even if the potential harm is caused by someone else (In legal terms, you agree to “**assume the risk**”). You also agree to give up (“**waive**”) any right you may have to sue or otherwise attempt to collect money from the Landowner, Licensee, Garden Manager, their board members,



employees, volunteers, or anyone acting on their behalf (referred to altogether as “**Released Parties**”) for any losses or damages resulting from death, injury, or personal property damage to you, anyone else, or any personal property, that occurs while you or your guests are in the Garden. (In legal terms, you “**waive and release all claims**” against the Released Parties). You understand that the Licensee would not permit you to participate in the Garden without your agreeing to these waivers and releases.

2.3 Medical Care Waiver. You give up any right to sue or otherwise attempt to collect money from (“**waive and release any claim from**”) the Release Parties arising out of any first aid, treatment, or medical services, including the lack of such or timing of such, given in connection with your participation in the Garden. You understand that you are not covered by or eligible for any insurance, health care, workers’ compensation, or any other benefits maintained by Licensee.

2.4 Indemnification. You are responsible for any damages or losses suffered by the Licensee or Landowner that are caused by you or your guests’ actions.

2.5 Publicity. You agree to allow the Licensee or the Landowner to use any photograph, interview, videotapes, film, other visual or auditory recordings, or any other medium, including the internet, of you or your guests that we or others may create in connection with your or your guests’ participation in the Garden. You agree that you do not have to inspect or approve the finished project and you are not entitled to any compensation for the finished product.

3. TERMINATION

3.1 Failure to Comply with the Gardener Agreement or Garden Rules. You confirm that you have read a copy of the Garden Rules attached to this agreement and you will comply with them. If you fail to obey the Gardener Agreement or the Garden Rules, the Licensee can terminate your right to garden.

3.2 Termination of Lease. If the Landowner terminates the Licensee’s License Agreement for the land where the Garden is located, your right to garden will end. The Licensee or Landowner can terminate the Licensee’s License Agreement. We will notify you if the Licensee or Landowner terminates the License Agreement.

3.3 Upon termination of lease, the Gardener will not oppose, protest, or act unreasonably towards the future development, Licensee or Landowner.

This Temporary Community Garden is a development site and will be subject to redevelopment at any time and this Agreement outlines details that the Gardeners will not oppose, protest, or act unreasonably towards the termination of the gardener’s rights under this agreement.



GARDENER CONTRACT

Gardener Name: _____

Address: _____

City and Province: _____

Phone: _____

Email: _____

Emergency Contact and Phone Number: _____

Date: _____

Number of plots: _____

The Gardener has read and fully understands the agreements, terms and conditions.

(signature)

FOR OFFICE USE ONLY

Plot paid for: _____ x \$15.00 = _____

Collected by: _____