

Garden Use, Waiver of Liability, Release and Indemnification Agreement

Gardener Name: _____
Address: _____
City and State: _____
Phone: _____
E-mail: _____
Emergency Contact: _____

Welcome to _____ Community Garden (the “Garden”). The Tulare County Resource Conservation District, called “Sponsor” or “we” in this document, is a Special District that sponsors and manages the Garden as part of carrying out its mission. This document is a legal contract between you and the Sponsor.

1. TEMPORARY RIGHT TO GARDEN

1.1 Plot. You have the temporary right to garden in this joint cultivation Garden. Your immediate family members may garden with you as your guests. Your temporary right, or permit to garden, is for one year from this date. This will be renewed annually and the general gardeners meeting.

1.2 No Refund. You understand that you will not get a refund or reimbursement for your expenses, or any other payment if you decide not to garden or if the Sponsor 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. Because this is a free, joint cultivation garden, any membership fees are waived.

1.4 No Transfers. You cannot let anyone other than your immediate family garden here unless we give 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 Sponsor, or the owner of the property on which the Garden is located (referred to as “Landowner.”) The risks 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, Sponsor, 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 property damage to you, anyone else, or any 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 Sponsor 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 Released Parties arising out of any first aid, treatment, or medical service, 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 Sponsor.

2.4 Indemnification. You are responsible for any damages or losses suffered by the Sponsor that are caused by your or your guests’ actions. (In legal terms, you agree to indemnify and hold the Released Parties harmless.)

2.5 Publicity. You agree to allow us or the Landowner to use any photographs, interviews, 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 guest’s 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 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 Agreement or the Garden Rules, we can terminate your right to garden.

3.2 Termination of Lease. If the Landowner terminates our Lease for the land where the garden is located, your right to garden will end. The Landowner can terminate our Lease at any time. We will notify you if the Landowner terminates the Lease.

4. OTHER PROVISIONS

4.1 Entire Agreement, Severability and Modification. If any part of this Agreement is ineffective, the remaining portions of the Agreement remain in effect. Any changes to this Agreement have to be in writing and signed by you and the Sponsor.

4.2 Third-Party Beneficiaries. You understand that this Agreement gives the Landowner a right to enforce certain parts of this Agreement against you by going to court. (In legal terms, the Landowner is an “express third party beneficiary.”) The Landowner can enforce Sections 2 and 3.2 of this Agreement.

GARDENER SPONSOR

By: _____	By: _____
(signature)	(signature)
Name: _____	Name: _____
Date: _____	Title: _____
	Date: _____

Attachment : Garden Rules

Based on “Ground Rules” A Legal Toolkit for Community Gardens (Published by: Public Health Law & Policy, in collaboration with the Organizations and Transactions Clinic, a part of the Mills Legal Clinic at Stanford Law School