

East Passyunk Crossing Civic Association Community Garden

Garden Use, Waiver of Liability, Release and Indemnification Agreement

Gardener Name: _____

Address: _____

City and State: _____

Phone: _____

E-mail: _____

Emergency Contact: _____

Welcome to the East Passyunk Crossing Civic Association Community Garden (the "Garden"). The East Passyunk Crossing Civic Association, called "Sponsor" or "we" in this Agreement, is a nonprofit organization that sponsors and manages the Garden as part of carrying out its mission. This Agreement 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 plot ____ (the "Plot") in the Garden, [as identified in the Garden map attached to this agreement.] (In legal terms, you have a "license" to garden.) Your immediate family members may garden with you as your guests. You may use the Plot from March 1, 20__, to March 1, 20__ (the "Term"). Thereafter, you will be permitted to garden in your Plot for successive one-year terms, from March 1 to March 1 ("Additional Terms"), for as long as you continue to comply with the terms of this Agreement and pay the fees as specified in Section 1.3 below.

If you do not wish to continue to garden your Plot, you must provide written notice to the Sponsor no later than February 1, and you must remove any plants in your Plot and return your keys to the Garden no later than the last day of February.

1.2 **No Refund.** You understand that you will not get a refund or reimbursement for any of your expenses in connection with gardening during the Term or any Additional Terms, or for any other payments you may make in connection with gardening your Plot, if you decide not to garden during the Term or any Additional Terms, or if the Sponsor terminates your right to garden during the Term or any Additional Terms, regardless of the amount of time and/or money you may spend

on your Plot. You understand that only you and no one else, including your family, has any rights under this Agreement.

1.3 Fees and Deposit. When you sign this document, you will pay a fee of \$50 to use the Plot during the Term. You will also pay a deposit of \$20 for clean-up, tools, and keys, that will be returned to you at the end of the Term, or you may choose to keep your deposit with the Sponsor until such time as you decide that you do not wish to garden your Plot. Thereafter, in order to garden for Additional Terms, you will pay an annual fee, to be determined by the Sponsor, no later than March 1. You understand that we may increase the fee in future years. The terms for loss of deposit are expressed in the Rules.

1.4 No Transfers. You cannot let anyone other than your immediate family garden your Plot unless we give our agreement in writing prior to such individuals gardening in your Plot.

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 and garden your Plot, 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 together as the "Released Parties") for any losses or damages resulting from death, injury, or property damage to you or your guests, whether caused by the negligence of the Released Parties or otherwise, that occurs while you or your guests are in the Garden. (In legal terms, you "waive and release all claims" against the Released Parties.)

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 by the Released Parties 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 will be responsible for any damages or losses suffered by the Sponsor or the Landowner 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 the Sponsor or the Landowner to use and distribute through any medium, including the internet, any photographs, interviews, videotapes, film, other visual or auditory recordings they may create, of you or your guests in connection with you or your guests' participation in the Garden. You agree that you do not have the right 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 that you will comply with them at all times. If you fail to comply with the terms of this Agreement and/or the Garden Rules, we may, in our sole discretion, terminate your right to garden your Plot at any time.

3.2 Termination of Lease. If the Landowner terminates the Sponsor's Lease for the land where the Garden is located, your right to garden will end. The Landowner can terminate this Lease at any time. We will notify you within ten (10) days if the Landowner terminates the Lease.

3.3 Removal of Plants. Upon termination of your right to garden your Plot under Section 3.1 above, or upon termination of the Lease with the Landowner, you will have 7 days to remove any plants in your Plot and to return your keys to the Garden.

4. OTHER PROVISIONS

4.1 Entire Agreement, Severability and Modification. If any part of this Agreement is found to be invalid by any court of competent jurisdiction, the remaining portions of the Agreement will remain in effect. Any changes to this Agreement must 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 in court. (In legal terms, the Landowner is an "express third party beneficiary.") The Landowner can enforce Sections 2 and 3 of this Agreement.

GARDENER

By: _____
(signature)

Name: _____

Date: _____

SPONSOR

By: _____
(signature)

Name: _____

Title: _____

Date: _____

**SEE ATTACHMENTS: Garden Rules
Garden Map**