

Community Garden Application & Waiver

Please review and complete both sides of this application and waiver.

Incomplete applications will not be considered.

1. About You

Each gardener should fill out their own waiver and application, even if sharing a plot.

Print Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____ Email: _____

2. Signature

I have read, understand and agree to the terms and responsibilities as stated in the Gardener Authorization and Responsibilities and Waiver and Release form on the reverse side of this document.

Signature: _____ Date: _____

Gardeners are expected to purchase and plant their own vegetables and bring gardening tools to maintain their plot. If you need assistance with either of these items, please contact Ashleigh Palmer at MidMichigan Health Park – Bay.

Will you need assistance planting your garden plot? YES NO

Will you need assistance maintaining your garden plot (weeding, watering, etc.)? YES NO

Will you need assistance harvesting your garden plot? YES NO

3. Completion

Once application is completed, please return to:

MidMichigan Health Park – Bay
Attn: Ashleigh Palmer
3051 Kiesel Road
Bay City, MI 48706

Garden plots will be assigned on a first-come, first-serve basis. Applications will be accepted until all plots have been assigned. Plots can be shared amongst gardeners.

Community Garden Application & Waiver *continued*

Gardener Authorization & Responsibilities

This is a use agreement between MidMichigan Health Park – Bay (MidMichigan) and the plot owner (You). MidMichigan grants you permission to use the Community Garden in exchange for following these guidelines. The Community Garden is a privilege and we have a shared responsibility to manage it effectively. Please treat your fellow gardeners as you would like to be treated. By signing below, you take responsibility for the following:

1. You must tend your plot in compliance with MidMichigan's Maintenance Guidelines.
2. The Community Garden has a volunteer Garden Leader. Please work with the Garden Leader to coordinate maintenance and other garden activities.
3. In addition to maintaining your own plot, you must volunteer for shared responsibilities such as weeding common areas, caring for community plantings, caring for gardening tools, etc. If you fail to contribute your hours, you may lose gardening privileges.
4. If for any reason you cannot properly care for your plot, you must notify the Garden Leader so that volunteers can assist with watering and maintaining your plot during your absence. If your plot appears neglected, abandoned, unwatered or overrun with weeds, we will give you ten (10) days' notice to maintain your plot. After this time, we will reassign your plot.
5. You may not grow, use or store marijuana on the property.
6. You are expected to conserve water by:
 - a. Remaining on site while your plot is being watered
 - b. Preventing excess water from draining onto the street or adjacent property
 - c. Following local water restrictions, when applicable
7. MidMichigan's Community Gardens are organic gardens. We prohibit the use of non-organic pesticides, herbicides and fertilizers.
8. You have a shared responsibility to properly maintain common areas, furnishings, fencing, trees, trash receptacles, compost bins, street and water lines.
9. You must plant your plot by May 31, 2019 or you will forfeit your plot and we will reassign it.
10. You are responsible for cleaning and tilling your plot before the close of the season. Remove or store all dead plants, weeds, trash, tools, sticks and cages by November 1 each year.
11. The Community Garden shall not discriminate on the basis of race, creed, color, national or ethnic origin, religion, marital status, age, sex, sexual orientation, gender expression, gender identity, disability or military status in its garden membership and the administration of its programs.

Waiver & Release

1. I choose to participate voluntarily in the gardening and other activities sponsored and coordinated by MidMichigan on the Community Garden site.
2. I understand, accept, and assume the risks associated with participating in any and all activities.
3. I will conduct myself in a civil manner that is mutually beneficial to all participants. Unacceptable conduct generally includes, but is not limited to, vegetable theft, tool theft, profanity and any offensive behavior.
4. I assume full responsibility for any injuries I may incur while participating, as well as the safety of my family and guests, and do hereby fully and forever discharge and release the Community Garden site and MidMichigan Health, its subsidiaries, employees, representatives, authorized volunteers, insurers and sureties, and their successors and assigns (collectively, "Released Parties") from any "Claims." "Claims," as used in this document, mean any and all claims, demands, damages, rights of action or causes of action, present or future, whether the same be known, anticipated or unanticipated, results from or arising out of my presence or the presence of my family members and guests at the garden, activities at the garden, the use or intended use of the garden, and/or participating in activities connected with MidMichigan including, without limitation, any of the foregoing resulting from or arising out of the negligence of a Released Party. Further, I hereby waive any and all Claims against a Released Party.

Initials: _____ Date: _____