

Community Garden Application & Waiver

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

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 & Responsibilities and the 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 Brenda Turner at brenda.turner@midmichigan.org or 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. Gardeners have a shared responsibility for the tasks required to maintain the garden space. By signing below, you take responsibility for the following:

1. The Community Garden is managed by a team of volunteers, including a Garden Leader. Please communicate any suggestions, questions or concerns to the Garden Leader.
2. We ask that you contribute to planning and coordinating the community garden by participating in volunteer meetings and activities such as weeding common areas, caring for community plantings, caring for gardening tools and emptying compost bins.
3. If for any reason you need assistance with maintaining your plot, please notify the Garden Leader so that volunteers can be arranged. If your plot appears neglected or abandoned, the Garden Leader will contact you to identify what assistance may be needed to save your plot. If the plot continues to be untended for ten (10) additional days, we may reassign your plot.
4. You may not grow, use or store marijuana on the property.
5. There is water available on site to water your plants. You are expected to conserve water by:
 - a. Remaining on site while your plot is being watered.
 - b. Turning off the water faucet prior to leaving.
 - c. Returning watering cans and hoses to their proper location.
6. There are garden tools available for you to use on site. Please return them to the garden shed prior to leaving the site.
7. We ask that you plant your garden or make arrangements with the Garden Leader by June 7, 2020. Otherwise we may reassign your plot.
8. 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.
9. 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, resulting 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: _____

