

# South Sloan's Lake Community Garden

## Garden Plot Application & Waiver

### 1. GARDENER INFORMATION

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

Name (print): \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone #: \_\_\_\_\_ Email: \_\_\_\_\_

### 2. SIGNATURE

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

Signature: \_\_\_\_\_

### 3. DUES

*\$40.00 per Large plot.*

*\$30.00 per Medium plot*

*\$25.00 per Small plot*

*\$50.00 deposit*

Payment can be mailed or dropped off:

South Sloans Lake MD #2

c/o Public Alliance

405 Urban St., Suite 310

Lakewood, Co 80228

**Make checks out to South Sloan's Lake MD #2**

If dropping off to the address above, please put check with signed waiver in a sealed envelope marked **attn. Karis Clark**. An emailed confirmation will be provided upon receipt.

### 4. FEEDBACK

*(Optional)* If you have any thoughts on the garden, how it is run, or desired amenities, please share;

Please turn over →

## **Gardener Authorization & Responsibilities**

With your signature below, you acknowledge as a participating gardener **responsibility for the following:**

1. Participating in volunteer tasks such as weeding common areas, caring for community areas, caring for gardening tools, etc.
2. Submitting dues for the gardening season dependent on plot size for each plot: Large - \$40.00, Medium - \$30.00, Small - \$25.00. Plus, a \$50.00 deposit which is refundable if the plot is cleaned out by the deadline set forth in the Rules and Regulations. These plot fees cover a range of services including water and general garden maintenance.
3. If for any reason you find you cannot care for your garden, you are required to notify the Garden Leader or Steering Committee and make arrangements with other gardeners to water and maintain your plot during your absence. If a garden appears neglected/abandoned (unwatered and/or overrun with weeds), you will be given ten (10) days' notice to maintain your plot. After this time your plot will be re-assigned.
4. A gardener **MUST** remain on the premises while his/her garden is being watered. The garden cannot allow excess water to drain onto the street or adjacent property.
5. South Sloan's Lake Community Garden is an organic garden. Use of non-organic pesticides, herbicides and fertilizers are prohibited.
6. Gardeners must have their plot planted by June 15<sup>th</sup>, or the plot will be forfeited and reassigned.
7. Each gardener is responsible for clearing and tilling his/her plot before the close of the season. All dead plants, weeds, trash, tools, sticks and cages are to be removed or stored by November 1 each year. Plots can (and are encouraged to) be planted with an overwinter crop.
8. Garden Steering Committee 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 desire to participate voluntarily in the gardening and other activities sponsored and coordinated at the SLOANS Community Garden.
2. I understand, accept, and assume the risks associated with participation in any and all activities. I also assume the responsibility of conducting 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.
3. I assume full responsibility for any injuries which may occur to me, as well as the safety of my family and guests, and do hereby fully and forever discharge and release the community garden site landowner and the South Sloan's Lake Metropolitan District (SSLMD), its employees, board members, officers, agents, authorized volunteers, representatives, consultants, insurers and sureties, and their successors and assigns (collectively, the "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 participation in activities connected with the garden 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.
4. I expressly acknowledge that participation in the community garden is for my purposes and convenience and not for the purpose and convenience of any one or more of the Released Parties.
5. In the event that a dispute arises between gardeners or between a gardener(s) and the designated garden steering committee, and a resolution of the dispute cannot be reached by these parties, I agree to have the SSLMD Board act as the arbitrator of the dispute, and I further agree to adhere to SSLMD Board's decision as final.