

# LA FAMILIA COMMUNITY GARDEN PARTICIPATION APPLICATION,

## RELEASE AND MEDICAL AUTHORIZATION AGREEMENT

I, the undersigned, hereby request to participate in the La Familia Community Garden on the site property located at 814 E. 5<sup>th</sup> Street, Pueblo, Colorado, 81001 (the "Garden"). Furthermore, I understand and acknowledge that all participating gardeners have a responsibility to keep our Garden managed effectively. The Garden is a privilege and everything works more smoothly when people get involved in the committees. I hereby agree to the following guidelines, terms, conditions and responsibilities developed by the La Familia Community Garden committee.

### GARDENER AUTHORIZATION AND RESPONSIBILITIES

1. I will pay a non-refundable fee of \$\_\_\_\_\_ per Plot to help cover the garden expenses for the growing season.
2. I will have something planted in the garden by \_\_\_\_\_ and keep it planted all summer long.
3. I will keep trash and litter cleaned and weeds down and maintained in areas immediately surrounding my plot. I will participate in the spring and fall cleanup of the garden.
4. I will follow water conservation guidelines. I will not leave watering unattended or have excessive run off.
5. If I must abandon my plot for any reason, I will notify the garden leadership.
6. If my plot becomes unkempt, I understand I will be given one week's notice to clean it up. At that time it will be reassigned or tilled in.
7. I will **not** plant tall crops where they will shade neighboring plots.
8. I will pick only my own crops unless given permission by the plot user.
9. I will not use fertilizers, insecticides, or weed repellants that will in any way affect other plots.
10. I agree to volunteer hours toward at least one of the following committees (check one):
  - a. \_\_\_\_ Irrigation
  - b. \_\_\_\_ Clean Up
  - c. \_\_\_\_ Communication
11. I will not leave my children unsupervised while in the garden.
12. I will not leave any gardening tools at the garden.
13. I will not bring pets to the garden.
14. I will not plant any illegal plants or cannabis plants. I will not smoke; drink alcoholic beverages, use illegal drugs, or gamble in the garden. I will not come to the garden while under the influence of alcohol or illegal drugs.
15. I will not bring weapons to the garden.

16. I will safeguard the combinations to the locks that are on the front and back gates. I will lock each gate before I leave the garden.
17. I hereby consent to and permit emergency treatment for myself in case of injury or illness while participating in the La Familia Community Garden program.
18. I give my permission and consent to the use of any video, photographs or other media recordation of my participation in the La Familia Community Garden program for any lawful purpose, without compensation to me or on my behalf. If I choose not to be photographed, videotaped, or in any other recorded media, it is my responsibility to advise the photographer and/or remove myself from the picture.
19. I acknowledge that I act only as a civilian volunteer and do not function as an employee, agent or representative of the La Familia Community **Garden** or NeighborWorks of Pueblo.

I understand that neither the garden group nor the property owners are responsible for my actions. I agree to release, indemnify, hold harmless and defend the property owner of the Garden, La Familia Community Garden and NeighborWorks of Pueblo, from any and all claims or judgments (including attorney's fees), in any way related to use of the Garden by me, my family or guests (collectively, "Claims"), including but not limited to physical injury or property damage. This Release also includes, but is not limited to, any claims arising under any theory of local, state, or federal statutory, regulatory, or common law. I further agree to defend, indemnify and hold the property owner of the Garden, La Familia Community Garden and NeighborWorks of Pueblo, against any loss, damage, expense, or cost, including reasonable attorneys' fees ("Liabilities") arising out of any claim, demand, proceeding, or lawsuit by a third party relating to my participation in the Garden. These Liabilities shall include, without limitation, reasonable attorneys', experts' and consultants' fees, investigation and other costs incurred in defending against any Claims. Any dispute between, relating to or arising from my participation in the La Familia Community Garden, interpretation, or enforcement of this agreement shall be governed by the laws of Colorado. If any portion of this agreement is deemed invalid or unenforceable by a court of competent jurisdiction, all other provisions shall not be affected thereby and will remain in full force and effect.

SIGNATURE: I have read, fully understand and agree to the above authorizations, responsibilities, waiver and release provisions and further agree that they may not be modified or waived orally.

x \_\_\_\_\_  
Printed Name of Applicant/Participant

x \_\_\_\_\_  
Signature of Applicant/Participant

Date: \_\_\_\_\_

Phone # \_\_\_\_\_

Email: \_\_\_\_\_