

## Gardening Agreement 2023

River Valley Area Community Gardens, Inc. manages the community garden site located on North Westmor Street within the Village of Spring Green

### Contact Information

Name of Primary Gardener:

\_\_\_\_\_

Additional Participating Gardeners:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ I have read, understand and agree to adhere to the Gardeners Agreement and the Gardeners Guidelines.

\_\_\_\_\_ I agree to allow the RVACG to use my picture in any publicity articles and on various social media platforms.

\_\_\_\_\_ I agree to not hold the RVACG or the Village of Spring Green responsible for any personal injuries or loss of equipment.

\_\_\_\_\_ I further agree to reimburse the RVACG or the Village for any damage that I may incur to Gardens or Village property.

\_\_\_\_\_ I agree to participate in \_\_\_?\_\_\_\_\_ hours of volunteer work according to my abilities.

\_\_\_\_\_ I agree to keep the weeds in my plot under control

### Right to Garden and Plot assignment

The Gardener/s have/has the right to garden in plot /s \_\_\_\_\_ from \_\_\_\_\_ to October 31, 2023.

**Certification:** Signing of this agreement constitutes acceptance of the terms and conditions outlined by the RVACG

### Signature of Responsible Gardener(s)

\_\_\_\_\_

Name \_\_\_\_\_ Date \_\_\_\_\_

### Signature of Authorized RVACG Representative

\_\_\_\_\_

Name Rose Ellen Schneider (Registrar) Date \_\_\_\_\_

## **Garden Guidelines**

The gardener agrees to comply with the Gardening Guidelines attached to this Agreement. ~~The gardener understands that failure to comply with these Guideline may result in termination of the right to garden.~~  
The Gardener further agrees to share and explain the guidelines to the other participating gardeners.

## **Terminations**

~~If the gardener(s) fail(s) to obey the Agreement or the policies outlined in the Gardening Guidelines, the RVACG may terminate his/her/their right to garden.~~

The gardener understands that failure to comply with these Guideline may result in termination of the right to garden

## **Publicity / Use of photos**

The gardener agrees to allow RVACG to use any photographs, interviews, videotapes, film, other visual or auditory recordings, or any other medium, including the internet, of the gardener that the RVACG may create in connection with the gardener participation in the garden.

## **Liability Waiver, Release, Indemnification and Acknowledgements**

### *Awareness of Risk*

The gardener understands that participating in the garden has a risk of injury, damage to personal property or death.

### *Assumption of Risk and Waiver and Release of Claims*

The gardener agrees to assume the risk of harm even if the potential harm is caused by someone else. The gardener also agrees to waive any right to sue or attempt to collect money from the landowner, sponsor, their board members, employees, volunteers, or anyone acting on their behalf for any losses or damages resulting from death, injury, or property damage to the gardener, anyone else, or any property, that occurs while the gardener is in the garden.

### *Medical Care Waiver*

The gardener gives up any right to sue or otherwise attempt to collect money from the RVACG or the Village of Spring Green ~~aforementioned parties~~ arising out of any first aid, treatment, or medical service, including the lack of such or timing of such, given in connection with participation in the garden. The gardener is not covered by or eligible for any insurance, health care, workers' compensation, or any other benefits maintained **by the aforementioned parties**.

### *Indemnification*

The gardener is responsible for any damages or losses suffered by the sponsor or landowner that are caused by the gardener.