

## Community Garden Membership Application & Waiver



Plot Number(s):		Date:	
Name of Gardener:		Street Address:	
City:		State/ZIP:	
Phone (Main):		EMAIL :	
Emergency Contact:		Emergency Contact Phone:	
<b>Garden Plot Fee</b> <b>\$_____</b> <b>DATE PAID_____</b> <b>RECEIPT # _____</b>	Please submit completed application packet, along with payment to: Greenwood Parks & Recreation Department Greenwood Community Center 100 Surina Way Greenwood, IN 46143 317.881.4545		

Each membership to the Greenwood Community Garden is issued per annual season and is good only for the calendar year in which it is purchased. The number of Annual Membership Passes sold each year will be limited to Thirty-Four (34), and memberships will be sold on a first-come, first-serve basis. **\*\*All members must be at least eighteen (18) years of age.**

Members may visit the Greenwood Community Garden during regular park hours, from dawn to dusk, 365 days a year. The Greenwood Parks Department reserves the right to close the Greenwood Community Garden at any time for maintenance purposes. A Membership Pass consists of a 20 x 20 foot plot for each member.

The cost for each 20 x 20 plot is \$30 for city residents and \$35 for non-residents. Plot purchases are limited to no more than two plots per household.

Gardeners from the previous season will have first preference on renewing annual plot reservations, and may choose either the same plot or a vacant plot if one exists. **Prior to March 1, returning gardeners may sign up for their garden rentals. Any remaining plots are available to new gardeners beginning March 1.**



## Community Garden Membership Application & Waiver

### Rules and Conditions for Membership

- 1.) **YOU DO NOT OWN YOUR PLOT.** You are being given an opportunity to garden a small parcel of City of Greenwood park land. Use of your plot is a privilege, not a right. If you do not have time to actively garden your plot in an acceptable manner, do not reserve a plot.
- 2.) **STAY OUT OF OTHER PEOPLE'S PLOTS (AND KEEP YOUR CHILDREN OUT OF OTHER PEOPLE'S PLOTS) UNLESS SPECIFICALLY INVITED.** Gardening activity and plant growth must be restricted to your plot.
- 3.) **DO NOT TAKE OR PICK ANYTHING FROM ANOTHER GARDENER'S PLOT.** You may not remove ANYTHING from anyone else's plot without their permission. Theft will not be tolerated and will result in a permanent revocation of garden membership privileges.
- 4.) **NO TREES OR SHRUBS ALLOWED.** Plantings in the Community Garden shall be limited to vegetables and ornamental (flower) planting only. Nothing may be planted that will grow taller than a corn stalk. Perennials are planted at your own risk.
- 5.) **STANDING TOWERS, FENCES AND WALLS ARE NOT ALLOWED.** Fences, structures, walls, or any construction or assemblage of materials that encloses a plot or intrudes on another's is not permitted. Nothing in the plot may be erected, placed or planted that is higher than a typical corn-stalk. Only one side of any garden plot can have vertical trellis-like, open, airy structures for supporting climbing vegetables, vines or flowers. Poles, stakes, cages and other supports that are used for plants are allowed. **DO NOT ERECT ANYTHING THAT WILL INTERFERE WITH ACCESS TO OR CREATE SHADE ON NEARBY OR ADJACENT PLOTS.**
- 6.) **YOU MUST MAINTAIN YOUR PLOT IN AN ACCEPTABLE MANNER.** There is no such thing as in-active gardening. You are expected to actively garden your plot (digging, sowing, planting, weeding, pruning, watering, harvesting, etc.) at least two hours per week during the growing season.
- 7.) **ABANDONED OR INACTIVE PLOTS WILL BE CLEARED AND FORFEITED.** A warning letter will be mailed to any gardener whose plot looks untended. Weeds gone to seed are one example of abandonment. The gardener will then be given ten (10) days to remedy the situation. If, after ten (10) days, the situation has not been corrected, the plot will be considered abandoned, and will be cleared or roto-tilled and assigned to another gardener. No refunds will be issued for abandoned plots.
- 8.) **NO CHEMICAL PESTICIDES ALLOWED.** All gardening activity must be completely, 100 percent organic. No synthetic/chemical herbicides, pesticides, fungicides or synthetic fertilizers are permitted on the site, including treated wood products used as edges/borders, unless prior approval is obtained from the City.
- 9.) **NO FERTILIZER ALLOWED.** The use of animal feces, non-vegetable matter (such as meat, fish or dairy), kitty litter, newspapers, grease or other non-organic matter is strictly prohibited.
- 10.) **NO PETS ALLOWED IN THE GARDEN AT ANY TIME.**
- 11.) **YOU MUST WEAR APPROPRIATE SAFETY ATTIRE WHILE GARDENING.** Shirts and closed-toe, low-heeled, rubber sole shoes are required to be worn at all times while gardening.
- 12.) **CLOSELY SUPERVISE YOUR CHILDREN.** Children under the age of 12 years of age should be closely monitored so that they do not wander or enter another gardener's plot area. Running is not allowed in the garden area.
- 13.) **EACH GARDENER IS RESPONSIBLE FOR WEEDING HIS/HER PLOT AND THE PATHS AROUND IT.** Plot borders should be kept to the standard 20 x 20 so as not to encroach on pathways or other plots. Pathways between plots should be clear. Personal gardening tools/equipment should be stored in your plot or in a shed or common storage area, not in the pathways. Vegetation from plots should not hang into pathways.
- 14.) **DISPOSE OF YOUR WASTE MATERIALS EACH TIME YOU LEAVE THE GARDEN.** Trash receptacles are provided on-site for this purpose. *Plant waste should be disposed of in the following manner: Shake dirt off the roots and retain soil at the garden site. Dispose of plant waste in the compost pile located at the northwest corner of the site. Non-Plant waste, such as plastic, wire, rope, etc should be disposed of in the green trash barrels provided around the garden site.* Wood boards that are the same height as the green cans may be placed within the cans. Taller boards should be placed neatly next to the cans. Do not put rocks or cement chunks into the green cans. Lay them neatly next to the cans or near the rock pile at the site so that they may be used as part of the community flower bed borders.
- 15.) **DISEASED OR PEST-INFESTED PLANTS SHOULD BE REMOVED.** Ongoing control of pest grasses and weeds is required at all times.
- 16.) **HOSES SHOULD BE TURNED OFF WHEN NOT IN USE. YOU TURN IT ON, YOU TURN IT OFF. EVERYONE IS CONSIDERED THE LAST VISITOR OF THE DAY.** Before leaving the garden, each gardener is responsible for checking to make sure all hoses are completely turned off, unless making specific arrangements with another user. When using hoses, take care not to damage other garden plots and when finished watering, please untangle and neatly curl up hoses. Never water another's plot unless you have been asked to do so.
- 17.) **HARVEST ALL RIPE FRUIT AND VEGETABLES ON A DAILY BASIS.**
- 18.) **DEADLINE FOR HARVEST OF ALL PLANTS IS NO LATER THAN NOVEMBER 10<sup>TH</sup>.**
- 19.) **RENTED PLOT MUST BE CLEARED OF ALL DEAD PLANTS AND PREPARED FOR WINTER NO LATER THAN THE 15<sup>TH</sup> OF NOVEMBER.** After that date, all remaining plants will be mowed and the site may be roto-tilled. Planting of bulbs, or any other perennials is done at your own risk.
- 20.) The City of Greenwood reserves the right to close the garden as needed, without notice, for inclement weather, maintenance and repairs.

I attest that I am at least Eighteen (18) years of age, and that I have read, understand and agree to abide by the above-outlined Rules and Conditions for Membership to the Greenwood Community Garden. I further understand that failure to follow the Rules and Conditions for Membership to the Greenwood Community Garden may result in my garden privileges being revoked and/or my garden plot(s) being re-assigned.

X \_\_\_\_\_

Signature of Gardener

\_\_\_\_\_

Date



PARKS & RECREATION DEPARTMENT

100 Surina Way | Greenwood, IN 46142 | 317.881.4545



## Community Garden Membership Application & Waiver

### WARNINGS FOR USE OF THE COMMUNITY GARDEN

**THE GREENWOOD COMMUNITY GARDEN IS NOT STAFFED OR SUPERVISED BY ANY AGENT OR EMPLOYEE OF THE GREENWOOD PARKS DEPARTMENT OR THE CITY OF GREENWOOD AT ANY TIME.**

**USE THIS FACILITY AT YOUR OWN RISK.** By using this facility you agree that you understand and assume all responsibility and liability for the risks of participating in the Greenwood Community Garden project. These risks include, but are not limited to:

- 1.) Loss, theft, and/or damage to person, plants and/or personal property;
- 2.) Mosquitoes, ticks, chiggers, fleas, bees, wasps, hornets, spiders or other insects that may be present;
- 3.) Wild animals in the garden such as deer, rabbits, geese, birds, skunks, raccoons, opossum, reptiles, rodents or stray dogs, all of which may cause damage, personal injury or infection;
- 4.) Any personal property brought onto the premises is at your own risk.

**GARDENERS AND INDIVIDUALS ACCOMPANYING GARDENERS USE THIS FACILITY ENTIRELY AT THEIR OWN RISK . GARDENERS ARE RESPONSIBLE THEIR OWN PROPERTY AND SAFETY WHILE USING THIS FACILITY. THE CITY OF GREENWOOD ASSUMES NO LIABILITY FOR LOSS, DAMAGE, OR ANY KIND OF INJURY, INCLUDING PERSONAL INJURY, LOSS OF PROPERTY AND/OR DEATH SUSTAINED BY ANY PERSON WHILE USING OR VISITING THE GREENWOOD COMMUNITY GARDEN.**

I attest that I am at least Eighteen (18) years of age, and have read, understand and agree to the above-outlined Warnings regarding my use of the Greenwood Community Garden.

X \_\_\_\_\_  
Signature of Gardener

\_\_\_\_\_  
Date



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## Community Garden Membership Application & Waiver

### INDEMNIFICATION, WAIVER AND RELEASE OF LIABILITY FOR PARTICIPATION IN AND USE OF THE GREENWOOD COMMUNITY GARDEN

I, the undersigned, hereby acknowledge that I have read the foregoing information, and that I have voluntarily applied to participate and use the Greenwood Community Garden. I understand that undertaking gardening activities and being physically present inside the Greenwood Community Garden necessarily and absolutely involves risks of illness, injury and/or death to myself and my guests, which risks are entirely my own responsibility. I expressly assume all these risks.

I HEREBY FOREVER INDEMNIFY, RELEASE, HOLD HARMLESS, PROMISE NOT TO SUE and WAIVE any claims, demands, losses, damages, liabilities, fines, charges, penalties, administrative and judicial proceedings and orders, judgments and all costs and expenses of any kind whatsoever, incurred therewith, including reasonable attorney's fees and costs of defense against the Greenwood Department of Parks and Recreation, the Greenwood Board of Parks and Recreation, and the City of Greenwood and/or their respective agents, officers, and employees for any and all injury, death, illness, damage or loss to property or person, sustained directly or proximately caused by any negligence of the above named parties in the use or maintenance of the premises at which said gardening activity is conducted.

I further agree to abide by all the rules, conditions and regulations pertaining to such activity as may be designated by the City of Greenwood, its agents or employees.

I affirmatively state that there is no medical reason why I and/or my guests should not participate in gardening activities at the Greenwood Community Garden. I agree to assume the risk of injury to me and any individual accompanying me to the Greenwood Community Garden site. I understand that when visiting the Greenwood Community Garden, I am exposing myself, my guests and my personal property to all manner of injury and/or loss, including death.

It is my understanding that no agent or employee of the Greenwood Department of Parks and Recreation will supervise the Greenwood Community Garden at any time. I further understand that neither the Greenwood Department of Parks and Recreation nor the City of Greenwood assumes any liability for loss, damage or any kind of injury sustained by any person while using the Greenwood Community Garden. I expressly assume all risks associated with using the Greenwood Community Garden, as well as all fixtures and equipment located therein, in an unsupervised manner.

I have carefully read this waiver and release of liability and understand and fully agree with its contents. I have also received a copy of the materials outlining rules and conditions for membership and usage, and I agree to review the rules and warnings prior to my first visit to the Greenwood Community Garden.

I attest that I am at least Eighteen (18) years of age; that I have read and understand the foregoing indemnification, waiver and release of liability, agree with it and intend to be legally bound by its terms.

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Signature

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Date

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Printed Name



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