

## Garden Use, Waiver of Liability, Release and Indemnification Agreement

\*\*\*Completed online or in paper\*\*\*

Gardener Name: \_\_\_\_\_

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

City and Province: \_\_\_\_\_

Phone: \_\_\_\_\_

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

Emergency Contact and Phone Number: \_\_\_\_\_

Welcome to \_\_\_\_\_ (the "Garden"). Vancouver Community Garden Builders (the "Licensee") is a social enterprise that has a Licence Agreement with the landowner for the land, oversees \_\_ (NAME OF GARDEN)\_, the "Garden Manager" of the Garden and administers the Garden Rules. The Garden Manager is an individual employed by the Licensee to manager the Garden and administers the Garden Rules. This document is a legal contract between you and the Licensee.

This Temporary Community Garden is a future development site and will be subject to redevelopment at any time and this Agreement outlines details that the Gardeners will not oppose, protest, or act unreasonably towards the termination of the gardener's rights under this agreement.

### 1. TEMPORARY RIGHT TO GARDEN

- 1.1 Plot.** You have the temporary right to garden in plot(s) \_\_\_\_\_ (the "Plot") in the Garden. Your immediate family members may garden with you as your guests. You may use the Plot from \_\_\_\_\_ to \_\_\_\_\_. You will have the chance to renew your membership on an annual basis and keep your plot for as long as the garden is running at that location and that you are following the Garden Rules.
- 1.2 No Refund.** You understand that you will not get a refund or reimbursement for your expense, or any other payment if you decide not to garden or if the Licensee terminates your right to garden, even if you spend a lot of time and money on the garden. You understand that only you and no one else, including your family, has any rights under this Agreement.
- 1.3 Fee.** When you sign this document, you will pay a fee of \$15/Garden Bed/Year to use the Plot. Thereafter, you will pay an annual fee, no later than March 1. You understand that we may increase the fee in future years.
- 1.4 No Transfer.** You cannot let anyone other than your immediate family garden here unless the Garden Manager gives our agreement in writing.

## 2. LIABILITY WAIVER, RELEASE, INDEMNIFICATION AND ACKNOWLEDGEMENTS

- 2.1 Awareness of Risk.** You understand that participating in the Garden has a risk of death or injury to yourself or your guests and damage to your personal property. The risks could be caused by you, other gardeners, the Licensee, or the owner of the property on which the Garden is located (referred to as “Landowner”). The risk could also come from the condition of the land where the Garden is located, or the equipment and tools available at the Garden, or the weather or other environmental or local conditions. You also understand that hazardous conditions may exist at the Garden and that other gardeners may be unskilled.
- 2.2 Assumption of Risk and Waiver and Release of Claims.** In exchange for your right to participate in the Garden, you agree to take on the risk of harm even if the potential harm is caused by someone else (In legal terms, you agree to “assume the risk”). You also agree to give up (“waive”) any right you may have to sue or otherwise attempt to collect money from the Landowner, Licensee, Garden Manager, their board members, employees, volunteers, or anyone acting on their behalf (referred to altogether as “Released Parties”) for any losses or damages resulting from death, injury, or personal property damage to you, anyone else, or any personal property, that occurs while you or your guests are in the Garden. (In legal terms, you “waive and release all claims” against the Released Parties). You understand that the Licensee would not permit you to participate in the Garden without your agreeing to these waivers and releases.
- 2.3 Medical Care Waiver.** You give up any right to sue or otherwise attempt to collect money from (“waive and release any claim from”) the Release Parties arising out of any first aid, treatment, or medical services, including the lack of such or timing of such, given in connection with your participation in the Garden. You understand that you are not covered by or eligible for any insurance, health care, workers’ compensation, or any other benefits maintained by Licensee.
- 2.4 Indemnification.** You are responsible for any damages or losses suffered by the Licensee or Landowner that are caused by you or your guests’ actions.
- 2.5 Publicity.** You agree to allow the Licensee or the Landowner to use any photograph, interview, videotapes, film, other visual or auditory recordings, or any other medium, including the internet, of you or your guests that we or others may create in connection with your or your guests’ participation in the Garden. You agree that you do not have to inspect or approve the finished project and you are not entitled to any compensation for the finished product.

## 3. TERMINATION

- 3.1 Failure to Comply with Gardener Agreement or Garden Rules.** You confirm that you have read a copy of the Garden Rules attached to this agreement and you will comply with them. If you fail to obey the Gardener Agreement or the Garden Rules, the Licensee can terminate your right to garden.
- 3.2 Termination of Lease.** If the Landowner terminates the Licensee’s Licence Agreement for the land where the Garden is located, your right to garden will end. The Licensee or

Landowner can terminate the Licensee’s Licence Agreement. We will notify you if the Licensee or Landowner terminates the Licence Agreement.

**3.3** Upon termination of lease, the Gardener will not oppose, protest, or act unreasonably towards the future development, Licensee or Landowner.

**4. OTHER PROVISIONS**

**4.1 Entire Agreement, Severability and Modification.** If any part of this Gardener Agreement is ineffective, the remaining portions of the Gardener Agreement remain in effect. Any changes to this Agreement have to be in writing and signed by you and the Licensee.

**4.2 Third-Party beneficiaries.** You understand that this Gardener Agreement gives the Landowner a right to enforce certain parts of this Gardener Agreement against you by going to court. (In legal terms, the Landowner is an “express third party beneficiary”). The Landowner can enforce Section 2 and 3.2 of this Gardener Agreement.

**4.3** The Gardener fully understands these agreements terms and conditions and has signed this agreement under their own free will in a clear state of mind.

**GARDENER**

By: \_\_\_\_\_  
(signature)

Name: \_\_\_\_\_

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

**ATTACHMENT:** Garden Rules

**VANCOUVER COMMUNITY GARDEN BUILDERS (“LICENSEE”)**

By: \_\_\_\_\_  
(signature)

Name: \_\_\_\_\_

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