

Gardens Buffalo Niagara Digital Click-through Gardener Volunteer Policy, Indemnification & Hold Harmless Agreement

Gardens Buffalo Niagara ("GBN," an assumed name of GWBN Inc.) relies on gardener volunteers! Sharing your garden is unpaid service that fuels our mission. To support GBN and make sure gardener volunteer work is consistent with our mission and obligations, we ask our participants to agree to the following terms:

1. Gardener Volunteer Participation Terms

1.1 Typical gardener volunteer tasks for GBN include:

Opening part of your garden or your whole garden to visitors by displaying your gardener sign; speaking to the visitors & potentially the media about gardening, your garden, and/or participating in your Gardens Buffalo Niagara event; surveying and addressing any safety concerns for your garden space and being certain to close off any hazardous areas in your garden.

1.2 Participating as a gardener volunteer.

1.2.1 To participate as a gardener volunteer you must register or be approved upon application each year to participate in a GBN event.

1.2.2 You may decide NOT to share your garden after registration, or you may not be available to be present for an entire event. We understand.

(a) Do Not Display your gardener sign, if you no longer wish to participate, or are unavailable to participate.

(b) It is important to note: printed maps are not able to be altered after an event's printer deadline and your garden will still be listed on the map.

1.2.3 GBN strictly prohibits garden volunteers from sales of any type during their hours of participation, without pre-authorization; to discuss pre-authorization, contact info@gardensbuffaloniagara.com. GBN reserves the right to deny all sales activity.

(a) GBN strictly prohibits the gifting or transfer of marijuana, marijuana derivatives, or any other controlled substance during a GBN event.

1.2.4 Your status as a gardener volunteer is limited to the dates and hours of the garden event(s) you have registered for, and while displaying your gardener sign during event(s) dates and hours.

1.2.5 Any activities "outside of event hours" are conducted outside the scope of your GBN gardener volunteer status and are not authorized or indemnified by GBN.

1.2.6 GBN strictly prohibits garden volunteers from serving alcohol to visitors.

1.2.7 Touring the inside a garden volunteer's home /residence, shed or indoor business space (with the exception of greenhouses) is forbidden and if conducted are outside the scope of your GBN gardener volunteer relationship. These activities are not authorized or indemnified by GBN.

1.2.8 Use of a gardener sign from prior year's participation without registering for the current year is forbidden.

1.2.9 Participation in GBN events is at your own risk; GBN is not responsible for any subsequent theft, or vandalism associated with providing access to the public as a GBN volunteer.

1.3 Garden Volunteer Code of Conduct

At all times when sharing your garden during a GBN event, Garden Volunteers shall:

- Be respectful of others when interacting about GBN;
- Not violate the civil rights of any GBN volunteer, its staff members, and/or event attendees;
- Not engage in abusive or threatening conduct, including but not limited to written or verbal harassment, that impacts GBN, its staff, its volunteers and/or event attendees;
- Not put any person at undue risk during a GBN event;
- Not conduct sales during a GBN event unless
 - (a) sanctioned by that GBN event, or
 - (b) with the express written permission of the GBN Board;
- Not engage in public intoxication by alcohol or any other substances during a GBN event;
- Not establish or continue a volunteer relationship with GBN, if the volunteer candidate is currently engaged, or has previously engaged in litigation against GBN.
- Not slander, mischaracterize, and/or misrepresent GBN, its staff members, its volunteers, its visitors and/or any GBN event
- Report any Volunteer behavior inconsistent with this Code of Conduct to a Board Member.
- Not engage in a garage sale, or any sale of products without the express written consent of Gardens Buffalo Niagara.

1.4 Confirming Gardener Volunteer Positions

To promote a culture of community and safety, GBN will confirm the scope of the gardener volunteer experience annually with a "Gardener Volunteer Letter," via regular mail or via email.

1.5 Declining an Offer to be a Gardener Volunteer

GBN may deny an offer to be a gardener volunteer without providing a reason, but typical reasons for denying a volunteer opportunity will be:

1. GBN does not have the capacity to coordinate with another gardener volunteer at that time;
2. GBN has found the garden to not meet the relevant requirements, including failure to provide requested state or federal licensing/registration for regulated plants.
3. **In no event will participation be declined on the basis of any category or identity protected by law.**

2. Indemnification and Hold Harmless Agreement

By clicking "I accept," above, you agree to hold harmless, indemnify, and defend Gardens Buffalo Niagara, GWBN, Inc. ("GBN"), its directors, officers, employees, and volunteers from any liability, damages, judgments, penalties, causes of action, claims and costs whatsoever, including reasonable attorney's fees, with respect to claims and losses arising due to your failure to abide by the Code of Conduct or the Gardener Volunteer Participation Terms.

Acceptance By checking "I Accept" on the online gardener registration form, you agree to the above listed terms and conditions of the GBN Gardener Volunteer Participation Terms and understand that you are entering into an Indemnification & Hold Harmless Agreement with GBN.