

Community Garden  
57<sup>th</sup> and Garrison  
Public Hours  
S & S 8:00am to Noon  
M & W 5:00pm to 7:00pm



**Monthly Meetings**  
2<sup>nd</sup> Monday, 6:30pm  
Apr – Sep: At the Garden  
Oct – Mar: see website

## WAIVER OF LIABILITY

I/we (Signatories),

(signed) \_\_\_\_\_, (printed) \_\_\_\_\_

(signed) \_\_\_\_\_, (printed) \_\_\_\_\_

(signed) \_\_\_\_\_, (printed) \_\_\_\_\_

(signed) \_\_\_\_\_, (printed) \_\_\_\_\_

on this date \_\_\_\_\_ being 21 or over in age, by this document am applying for a gardening plot for personal use. The Signatories understand that they will be involved in activities other than gardening on their assigned plot when they fulfill the work hours. Signatories will read and follow the rules, bylaws, Lease Agreement and Orientation Booklet and listen to all announcements or emails that direct certain actions or non-actions by gardeners.

Signatories understand that they cannot give or transfer use of my gardening plot to any other person without permission of the Arvada Community Gardens, and that if they attempt to give or transfer the plot without permission, that they and the transferee will lose the right to garden in the Arvada Community Garden.

Signatories recognize and understand there are inherent hazards associated with gardening and the use of related facilities and tools at the Arvada Community Garden including but not limited to the following:

- Tripping, slipping or falling on garden property;
- Health hazards associated with the use of fertilizers, weed killers, pest deterrents and that the use of these could be hazardous to myself and those around me; therefore, Signatories waive any liability for my own injuries and accept liability personally for any injuries that may be caused by my use of herbicides or pesticides or fertilizers;
- Injury resulting from the breakage, misuse or faulty operation of garden tools and machines;
- Insect bites, stings and injury through encounters with rodents, reptiles or other animals and Signatories further acknowledge that the Arvada Community Garden intentionally houses bees on the site;
- Heat stroke or exhaustion;
- Allergic reactions to plants, stings, chemicals, etc.;
- Abrasions, cuts, punctures, etc
- Violent weather or other acts of God.

Signatories acknowledge the dangers of gardening at the Arvada Community Garden and understand that the Arvada Community Garden is not liable for any injury or death as a result of the condition of the property or the acts of gardening on site. Signatories understand that they are to inform all of my friends and family that accompany them to visit the Arvada Community Garden likewise that once they enter the Arvada Community Garden, the accompanied guest accept all liability for their own safety and the Arvada Community Garden is not liable for any injury or death as a result of the condition of the property or the acts of gardening on site. Likewise, Signatories accept all liability for any injuries to themselves for volunteer work while attending any function on behalf of the Arvada Community Garden not on the site of the garden.

Signatories understand and will inform their family and friends that entering the Arvada Community Garden is an agreement by Signatories and them to indemnify, hold harmless and defend the Arvada Community Garden and/or the City of Arvada and their members, officers, agents, employees and authorized volunteers from any and all claims by myself and those who accompany me to the Arvada Community Garden for any other injuries, damages and losses caused by me or my associates.

In the event of any emergency, Signatories authorize Arvada Community Garden members and/or Arvada city officials, contractors or employees to secure assistance, medical help or rescue services as deemed necessary for themselves or anyone accompanying them to the Arvada Community Garden and Signatories understand that they will be responsible for all medical or rescue services provided as a result of this emergency.