

MINTURN COMMUNITY GARDEN

Application – Summer 2023 (Please complete and attach a check made out to MCF)

Name: _____

(Please PRINT)

Date: _____

Physical Address: _____

Mailing Address: _____

Phone: _____

What town do you work in? _____

Email: _____

Size of plot preferred:

_____ Full - \$45 (4' x 8')

_____ Half - \$25 (4' x 4')

_____ **Deposit - \$25**

_____ **TOTAL**



If volunteer hours have been fulfilled, this deposit will be returned upon breakdown of the gardens or rolled over for the next years renewal. If you cannot make setup day, breakdown day or your maintenance week, you must arrange for another volunteer opportunity.

The following is asked for garden committee information purposes only & has no effect on your application acceptance:)

Please describe your gardening experience or any expertise you may contribute:

Please describe why you want to participate in the Community Garden:

Please describe any special needs or accommodations:

ALL APPLICANTS: I hereby apply for an individual plot, agree to pay the plot fee, and agree to abide by the Rules and Regulations of the Minturn Community Garden. I agree to hold harmless the Minturn Community Garden group, sponsors of the garden and the Town of Minturn for any liability, damage, loss, injury or claim that occurs in connection with the use of the garden by me or any of my guests.

In signing this, I am stating that I am prepared to meet the physical demands of gardening in the Minturn Community Garden (i.e. group work days, meetings and maintenance). *I have read the Minturn Community Garden Rules and Regulations understand that failure to meet the guidelines will result in loss of gardening privileges.*

Signature

Date

Guardian Signature if under 18

Date

*Place completed application and waiver in the Community Garden envelope attached to the book exchange box in front of Rocky Mountain Taco or email to MinturnGardenHoes@gmail.com.

Checks to be written to Minturn Community Fund or MCF. (Please write 'Garden' in the Memo line)
You may also pay online by making a donation on the [Minturn Community Fund Website \(https://www.minturncommunityfund.org/support-us\)](https://www.minturncommunityfund.org/support-us). Just click on the 'Donate' tab and make a note that it is payment for your garden plot.

Minturn Community Garden Rules and Regulations

Rules and Regulations – 2023 Members of the Minturn Community Garden agree to the following:

- 1. Plots** - Individual plots will be assigned with a priority to those who had a plot last year, then those who live in or work in Minturn, and then in order of requests if there are any plots left. Plots are to be used for personal use only. Plot fees (\$45 for a full plot and \$25 for a half plot) are collected before building day to help cover garden expenses. If an individual needs to abandon a plot for any reason, the member is to contact the garden leaders.
 - 2. Operation** – The garden will operate during daylight hours, seven days a week. Members will take full responsibility for children brought to the garden. **Pets are not allowed inside the garden gates (No Exceptions)**. Gardeners will respect other gardeners and neighbors by not picking produce from other plots, and by complying with Town of Minturn noise ordinances. Smoking is not allowed in the gardens.
 - 3. Maintenance** – Gardeners will maintain their individual plot and adjacent walkways. Plots and adjacent areas must be kept free of trash, weeds, dead plants and debris. Unsightly or large structures and decorations are not allowed. The Garden Committee reserves the right to request removal of structures that are deemed unsightly or receive complaints. If a plot becomes unkempt, the gardener will be given one week's notice to clean it or it may be re-assigned. Gardeners are expected to pack out anything that they bring in. Plots are to be maintained throughout the summer beginning on building day (May 20) and be fully cleaned with the soil removed by October 11th.
 - 4. Practices** – Gardeners will follow organic gardening practices. No pesticide, herbicides or non-organic fertilizers may be used in the garden. Water conservation practices are to be used. Be sure the water is turned off when done using it. Please consider plot location when choosing plantings as to not excessively shade neighboring plots. Growing or using marijuana or using illegal substances is not allowed in the garden and will lead to immediate expulsion with no return of the plot fee.
 - 5. Involvement and Volunteering** – Gardeners will participate in the Spring building (May 20) and Fall breakdown (Oct 14) efforts. If a gardener is unable to attend these events, other volunteer opportunities will be required. Each gardener must agree to assume responsibility for one week of garden maintenance including, but not limited to watering, weed-eating, and poop patrol (Shared plots require shared maintenance). Gardeners are asked to contribute volunteer efforts in creating and maintaining the cleanliness and appeal of the gardens in addition to their primary maintenance week.
 - 6. Garden Members agree to hold harmless the Minturn Community Garden committee, officers, volunteers, sponsors of the garden and the owners of the land for any liability, damage, loss, injury or claim that occurs in connection with the use of the garden by themselves or any of their guests.**
- Rules and Regulations are subject to change.

VOLUNTEER WAIVER AND RELEASE FORM

This Waiver and Release (“Release”) is executed by _____ (“Volunteer”) in favor of the Town of Minturn, a Colorado home-rule municipality (the “Town”). By Signing this Release, Volunteer acknowledges and agrees as follows:

1. I understand and agree that I am donating services to the Town as a volunteer, without pay or compensation of any kind, and am not an employee of the Town. I acknowledge that I shall not be entitled to any insurance or other benefits provided to Town employees. I further acknowledge and stipulate that I am neither eligible nor entitled to statutory or legal benefits or provisions of labor codes or other such similar statutes, that I am not covered by the Town’s workers’ compensation coverage, and that I am not entitled to workers’ compensation benefits.

2. By signing this Release, I acknowledge that the Activity is or may be a dangerous activity and may involve risks of injury, loss, damage, or other detriment. Such risks may include but not be limited to bodily injury, personal injury, sickness, disease, death, and property loss or damage, both foreseeable and unforeseeable. I agree to perform all services related to the Activity at my own risk and, on behalf of myself and my agents, heirs, guardians, assignees, insurers, and personal and legal representatives, hereby WAIVE, EXEMPT, RELEASE, DISCHARGE, INDEMNIFY, and HOLD HARMLESS the Town, its officers, agents, employees, other volunteers, contractors and representatives from any and all liability, claims, and demands of whatever kind or nature, including costs and attorney fees, arising out of or relating to my volunteer work with the Town.

3. If the Town provides equipment, materials, or supplies to use or utilize in performing the Activity for the Town, I agree to and shall solely use the Town’s equipment, materials, or supplies provided in a reasonable manner for the sole purpose of performing services for the Town.

4. I agree to comply with all applicable federal, state, and local laws, regulations, and Activity rules while providing any work or services to the Town under this Release and agree to DEFEND, INDEMNIFY, and HOLD HARMLESS the Town for any injury or death or loss of or damage to property resulting from my failure to do so.

5. I give permission for photographic images captured during the Activity to be used by the Town for purposes of promotional and educational material and publications and waive any rights of compensation or ownership thereto.

6. If any term or provision of this Release shall, to any extent, be invalid or unenforceable, the remainder of this Release shall not be affected thereby, and each provision of this Release shall be valid and enforceable to the fullest extent permitted by law.

7. I understand and acknowledge that nothing herein shall be construed as a waiver of the Colorado Governmental Immunity Act, C.R.S. §24-10-101, et seq., as may be amended.

By signing below, I, Volunteer, acknowledge that I have read and understand this Release and have executed this Release on the date first written above.

_____ **Activity Date:** ____/____/____
EVENT (the "Activity")

_____ **SIGNATURE**
NAME (Print) **Date Signed:** ____/____/____

_____ **ADDRESS** (Street) (City) (State) (Zip)

_____ **PHONE** **EMAIL**

_____ **EMERGENCY CONTACT** (Name) (Phone Number)