

MINTURN COMMUNITY GARDEN

Application – Summer 2019 (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 _____

MINTURN 
— COMMUNITY FUND
MINTURN MATTERS



Size of plot preferred:

_____ Full - \$35 (4' x 8')

_____ Half - \$20 (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 in the envelope taped to the door of the Minturn Community Fund.
For additional drop locations, visit Minturn Community Gardens Facebook page. www.facebook.com/groups/MinturnGarden/
Contact us if you have any questions at MinturnGardenHoes@gmail.com.
Checks to be written to Minturn Community Fund or MCF. (Please write 'Garden' in the Memo line.)

Minturn Community Garden Rules and Regulations

Rules and Regulations – 2019 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 (\$35 for a full plot and \$20 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 (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 18) and be fully cleaned by October 17th.
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 pot 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 18) and Fall breakdown (Oct 19) 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.

Any questions? Email info@minturncommunityfund.org

**TOWN OF MINTURN
WAIVER AND RELEASE OF LIABILITY,
ASSUMPTION OF RISK AND INDEMNITY AGREEMENT
(Adult Waiver)**

IN CONSIDERATION FOR the opportunity to participate in the Community Garden program on property owned by the Town of Minturn (**the "Event"**); I, for myself and on behalf of my spouse, children, heirs, parents, guardians, next of kin, legal and personal representatives, executors, administrators, successors and assigns, hereby agree to the following terms pursuant to this Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement (**the "Agreement"**);

1. I hereby represent that (i) I am at least eighteen (18) years of age or older; (ii) I am in excellent health with no mental, physical or medical conditions which would impair, prevent or prohibit me from safely performing in this Event; and (iii) I am not under the influence of alcohol or any illicit or prescription drugs which would in any way impair my ability to participate in the Event. I agree that it is my sole responsibility to determine whether I am in proper physical condition to serve in the Event.
2. I agree that it is my responsibility to be familiar with my duties and to abide by the Rules and Regulations established for the Event. I hereby agree to perform all of my duties in a professional and highly competent manner, to the best and full limit of my abilities at all times and in accordance with applicable law. I shall promptly and faithfully comply with all reasonable instructions, directions, requests, rules and regulations of the Event Organizers. I hereby accept responsibility for my own conduct and actions while serving in connection with the Event.
3. I understand and acknowledge the risks and dangers associated with serving in this capacity at the Event and related activities, including without limitation, the potential for serious bodily injury, sickness and disease, permanent disability, paralysis and loss of life; loss of or damage to equipment/property; exposure to extreme conditions and circumstances; contact with other participants, spectators, animals or other natural or manmade objects; dangers arising from adverse weather conditions; imperfect road conditions; land, water and surface hazards; equipment failure; inadequate safety measures; situations beyond the immediate control of the Event Organizers; and other undefined, not readily foreseeable and presently unknown risks and dangers ("**Risks**"). I understand that these Risks may be caused in whole or in part by my own actions or inactions, the actions or inactions of others serving or participating in the Event, or the negligent acts or omissions of the Released Parties defined below, and I hereby expressly assume all such Risks and responsibility for any damages, liabilities, losses or expenses which I incur as a result of my participation in the Event.
4. To the fullest extent permitted by law, I hereby Release, Waive and Covenant Not to Sue, and further agree to Indemnify, Defend and Hold Harmless the following parties: The Town of Minturn, any Property Owners, Law Enforcement Agencies or Public Entities providing support for the Event; and each of their respective parent, subsidiary and affiliated entities, officers, directors, partners, shareholders, members, agents, employees, volunteers, successors and assigns (**collectively, the "Released Parties" or "Event Organizers"**), with respect to any liability, claim(s), demand(s), cause(s) of action, damage(s), loss or expense (including court costs and attorneys' fees) of any kind or nature ("**Liability**") which may arise out of, result from, or relate in any way to my participation in the Event, including claims for Liability caused in whole or in part by the negligent acts or omissions of the Released Parties. I further agree that if, despite this Agreement, I, or anyone on my behalf, makes a claim for Liability against any of the Released Parties, I will indemnify, defend and hold harmless each of the Released Parties from any such Liabilities which any may be incurred as the result of such claim.

I hereby warrant that I have read this Agreement carefully, understand its terms and conditions, acknowledge that I will be giving up substantial legal rights by signing it, and intend for my signature to serve as confirmation of my complete and unconditional acceptance of the terms, conditions and provisions of this Agreement. This Agreement represents the complete understanding between me and the Event Organizers regarding these issues and no oral representations, statements or inducements have been made apart from this Agreement. If any portion of this Agreement is held to be unenforceable, invalid or overly broad, I agree that the remaining terms and provisions of this Agreement will continue in full legal force and effect.

Name: _____ Age: _____ Date of Birth: ____/____/____ Male Female

Address: _____ Tel. (____) _____

X _____
Signature of Participant

____/____/____
Date Signed