

Labyrinth Community Garden

Site Rules

Introduction

The Labyrinth Community Garden (LCG) is an organic garden project of St. John's Episcopal Church (STJ). The mission of the garden is to nourish bodies, minds, souls, and communities by connecting the sacred and secular.

The LCG is located at St. John's Episcopal Church at 11201 Parkfield Drive in Austin, Texas on the southern portion of the church's property.

The LCG is a ministry of St. John's Episcopal Church and is subject to governance and oversight by the vestry of St. John's Episcopal Church. The LCG is created and operated with the consent of St. John's Episcopal Church and its vestry. The vestry, at its discretion, can withdraw consent.

The LCG is supported by grants, donations, and fees collected from garden plot rentals, fundraisers, and workshops. The purpose of our community gardening program is to provide access to land for gardening, gardening education, and to promote community building. The care and maintenance of the garden is the collective responsibility of the LCG members.

These site rules are subject to change as the need arises.

In order to participate in the LCG, each member must submit and have on file with the LCG Secretary the following documents:

1. A signed Contract,
2. A signed Adult Indemnity Form,
3. A Minor Indemnity Form (if applicable), and
4. A Photo/Video Release Form for each member listed on the Contract.

Failure to follow these site rules may result in forfeiture of the gardener's plot. No money will be refunded in the event of forfeiture.

LCG Site Rules

- I. Garden Management
 - a. LCG is governed by a Garden Leadership Group. Members of the Garden Leadership Group are elected at the annual membership meeting by voting members of the LCG. Several committees contribute to various aspects of garden management. Each committee chair reports to the Garden Leadership Group.
 - b. In order to maintain our non-profit status, no member may:
 - i. Use a sign or name with reference to LCG or STJ in conjunction with for-profit sale of produce or flowers in any venue, or
 - ii. Use any materials or property donated to or purchased with funds from LCG in conjunction with for-profit sale of produce or flowers.

- II. Joining the LCG
 - a. In order to join the LCG, each gardener is required to:
 - i. Sign the Member's Contract, Indemnity Form(s), and Photo/Video Release Form.
 - 1. The first name on the Member's Contract signed at the time of rental is considered the 'Primary Member.' All gardeners on the Member's Contract are collectively and severally bound by the contract. All gardeners on the contract for a plot agree that the Primary Member is the designated contact for all LCG business correspondence.
 - ii. Stay current on LCG communications via one of the options described in the communications section below.
 - iii. Read these Site Rules and sign the Member's Contract indicating that you have done so.
 - iv. Attend an orientation.
 - v. Attend the annual membership meeting.
 - b. Orientation
 - i. Bring one copy of the Gardener Handbook to the orientation. The handbook can be found on the Labyrinth Community Garden [Facebook page](#).
 - ii. For each member, bring the signed Member's Contract, appropriate Indemnity Form, and Photo/Video Release Form.
 - iii. The orientation will cover rules and regulations.
 - c. The name listed as the "Primary Member" on the Member's Contract signed at the time of rental is the voting member for that plot.
 - d. Temporary Helpers: before being allowed to work on a LCG garden plot, temporary helpers must
 - i. Complete the relevant Indemnity Form and have this on file with the Garden Leadership Group.
- III. Plots and Common Areas
 - a. Priority
 - i. Vacant plots will be granted on a first come first serve basis to anyone over the age of 18 who agrees to comply with the LCG bylaws and site rules, and to sign a Garden membership contract.
 - ii. Gardeners with existing plots will be given first right of refusal for renewal of their plot at each renewal period.
 - b. Rental Fees
 - i. The Membership Fee is \$25.00. This is a one-time, non-refundable, per-plot fee charged to the individual, family, or group sharing the plot.
 - ii. LCG has two plot sizes for rent; plot rental fees are non-refundable and may be pro-rated at the discretion of the Garden Leadership Group.
 - 1. 4' x 10' plot: \$30.00 per year or \$15.00 per half-year season
 - 2. 4' x 20' plot: \$50.00 per year or \$25.00 per half-year season
 - iii. LCG plot rentals are divided into two seasons
 - 1. The spring season is from March 1st to August 31st.
 - 2. The fall season is from September 1st to February 28th or February 29th (when applicable).

- iv. The location of each plot is specified in the Member's Contract and on the site map.
 - v. Members may rent only one plot during their first season of LCG membership. Subsequently, additional plots may be rented if the member is in good standing and if plots are available.
 - vi. The returned check fee is \$30.00.
 - c. Common areas include the pathways, pavilion, storage shed, compost bins, fencing, perimeter beds, and orchard.
 - IV. Service Hours and Donations
 - a. Service Hours
 - i. Gardeners are required to contribute to the LCG community by either volunteering 4 hours per plot of labor on garden maintenance and common areas during each 6-month season or participating on a garden committee.
 - ii. Organized Volunteer Work Days are scheduled and posted on the LCG Facebook page, generally one per month. Volunteer Work Days allow the LCG community to work on projects that require several people.
 - iii. Garden committees include the Site and Safety Committee, the Orientation Committee, and other committees deemed appropriate by the Garden Leadership Group.
 - iv. Members who feel they have a legitimate reason for being unable to meet the volunteering requirement must make other arrangements with the Garden Leadership Group within the first month of the 6-month season.
 - v. Each member is responsible for recording his/her service hours on the Volunteer Day Sign-in Sheet, unless other arrangements have been made.
 - vi. Gardeners have the option of paying a \$20 buyout fee per unworked hour to avoid relinquishment of their plot (s). This fee may be prorated at the discretion of the Garden Leadership Group
 - vii. All service hour requirements must be met at least two weeks before the end of the season.
 - b. Donations
 - i. Each gardener agrees to donate at least 10% of his/her produce. A donation box will be kept at the garden and a volunteer will make the deliveries.
 - ii. Each gardener will record produce donations in the Donation Book kept at the garden.
 - V. Maintenance
 - a. Each member is responsible for maintaining his/her plot and the 2-foot-wide strip of pathway surrounding his/her plot. Maintaining one's plot is defined as
 - i. Regular removal of grasses and weeds within the member's plot and removal of all tripping hazards within a 2-foot-wide strip of the pathway surrounding the plot.
 - ii. Regular harvesting of ripe produce.
 - iii. Regular removal of dead or dying plants and rotting vegetables.
 - b. The member must notify the Garden Leadership Group if:
 - i. The member is no longer able to tend to the plot.

- ii. The member will be absent for a long period of time.
- iii. The member has asked a temporary helper or friend to tend the plot (and has followed the guidelines in Section II.d).

VI. Inspections and Compliance

- a. All plots will be inspected on a regular basis by a person designated by the Garden Leadership Group. If a problem is noted with your plot, the following steps will be taken.
 - i. A member of the Garden Leadership Group will contact you. You will have 2 days to return the email/phone call.
 - ii. A solution will be agreed upon and a deadline (of no more than 2 days) will be given to correct the issue.
 - iii. When the member has resolved the issue, they will contact the Garden Leadership Group, who will then inspect the plot and follow up with the member.
 - iv. If the problem is not resolved in a satisfactory manner, a face-to-face meeting at the garden will be scheduled. The gardener must meet with a member of the Garden Leadership Group on site to clarify and resolve the problem immediately.
 - v. All problems must be completely resolved no later than one week from the first point of contact or procedures of Section VI.c may apply.
- b. Problems that present an immediate hazard to the safety or well-being of other members will be dealt with immediately by a Garden Leadership Group member. The member responsible will then be contacted and the consequences of will be communicated at that point.
- c. Any failure to follow LCG site rules, by-laws, or contracts; failure to meet any deadline and/or meeting established in these site rules; or failure to resolve issues in a satisfactory manner may, at the sole discretion of LCG Garden Leadership Group, result in the forfeiture of the member's gardening plot(s) and privileges.
 - i. In the event that a plot is considered forfeited, the Garden Leadership Group will notify the member of the forfeited status of the plot.
 - ii. The member will have 2 days to come and claim his/her plants and belongings from the plot. At the end of the 48 hour time period, all plants and belongings will be considered abandoned and will become the property of LCG.
 - iii. It is the responsibility of the gardener to contact the Garden Leadership Group if there is a problem, or if clarification is needed regarding the problem or proposed solution, or if there is a difficulty in meeting the scheduled deadlines.
 - iv. The Garden Leadership Group is not obligated to contact the member other than as provided for in this section.

- VII. Relinquishment
 - a. If you are no longer willing or able to maintain your plot, the following steps must be taken in order to remain in good standing with the LCG community:
 - i. Contact the Garden Leadership Group as soon as you decide you wish to relinquish your plot. They will walk you through the process and help make decisions regarding your plot, plants, and any remaining harvest.
 - ii. In coordination with the Garden Leadership Group, clean out your plot as soon as possible. Plot clean-up should be completed within one week of giving notice of relinquishment.
 - iii. Notify the Garden Leadership Group when you have cleaned out your plot.
 - iv. The Garden Leadership Group will inspect your plot.
 - b. Members who follow the process outlined in VII.a will continue to be welcome to participate in any and all volunteer workdays, community events, and classes, and will be welcome to rent again in the future.
 - c. Members who abandon a plot without following the process in VII.a will be required to pay a site clean-out fee of \$20 and will be unable to return to the garden until all outstanding fee and contractual obligations are completed.
 - d. No money will be refunded in case of relinquishment of a plot.
- VIII. Communication
 - a. Members must attend the annual membership meeting. Members are encouraged to attend other educational/outreach events.
 - b. The LCG Facebook group and the on-site bulletin board will be used to communicate about upcoming meetings, volunteer days, and amendments to the site rules or bylaws.
 - c. Members are responsible for ensuring that up-to-date contact information is on file with the LCG Secretary.
 - d. Members are required to respond within 2 days to emails or phone calls specifically addressed to them.
 - e. Members are expected to check the LCG Facebook group or bulletin board regularly.
 - f. Contact information for the Garden Leadership Group will be posted on the LCG Facebook group as well as on the bulletin board at the garden.
- IX. Parking
 - a. Park only in the park areas designed on the map included in this document. Do not drive or park in the field to avoid compacting the soil.
 - b. Use the parking area only for entering, exiting, parking, loading, and unloading materials. Do not play or loiter in the parking area.
 - c. The speed limit in the parking lot is 3 mph.
- X. Mandatory Garden Practices
 - a. 80% of each plot must be planted with fruits, vegetables, herbs, or cover cropped at all times.
 - b. Water-wise practices (mulching, etc.) must be used in all garden plots.
 - c. All plants must be contained within the garden plot.
 - d. Organic Practices
 - i. Only organic nutrients and pest controls can be used in the garden. Members are required to abide by the LCG's List of Approved Products, which members receive during orientation.

- ii. When in doubt about a product or method, check with the President prior to using it at LCG.
 - iii. Members using synthetic weed killers, fertilizers, and/or pesticides will be required to remove the banned substance, including removal of any contaminated soil if necessary. Failure to comply within 7 days will result in forfeiture of the garden plot without a refund.
 - iv. Respect wildlife of all varieties. The LCG and surrounding areas are home to many different species. Do not chase, tease, feed, yell at, or harm any creatures. The only exception to this rule is for the elimination of pests that are damaging your crops.
- e. Diseased and pest-ridden plants must be removed from the site in a timely manner to prevent diseases and pests from spreading.
- f. Members are required to follow the LCG Composting Guidelines. Only organic, non-diseased, and non-pest-ridden plants may be placed in the composting bins. See the composting guidelines provided at orientation for more details.
- g. Materials and Structures
 - i. The use of chemically treated wood for any reason is prohibited. Such materials contain hexavalent chromium and other toxic substances, which can leach into the soil.
 - ii. No permanent structures are allowed in garden plots.
 - iii. Temporary structures should not shade a neighbor's plot without the prior approval of that neighbor.
 - iv. All posts must have an appropriate cap such as a tennis ball, PVC hoop, etc. to avoid creating safety hazards.
- h. Community Tools
 - i. Tools should be used only for their intended purpose.
 - ii. LCG will provide some community tools. Community tools must be cleaned and returned to their proper place in the tool shed.
 - iii. Community tools may not be taken off-site.
 - iv. Report any damaged or broken community tools to the President.
 - v. Gas powered garden tools and roto-tillers are prohibited for safety and liability reasons. The exception is for maintenance of the common areas; power tools and machinery owned and operated by STJ or LCG, or personal tools used on-site by members of the LCG Site and Safety Committee, maybe used for this purpose.
 - vi. Children under the age of 12 are not allowed in the tool shed without supervision.
 - vii. Full-size tools are for adult use only. If needed, bring child-sized tools from home.
- i. Be mindful that you are on church property and that various church activities will be occurring on the property. Please act respectfully so as not to disrupt any church activities.
- j. All trash must be taken off-site for disposal. Use of STJ's trash receptacles is prohibited.
- k. When leaving the garden, members will ensure that all tools, trash, empty plant pots, etc. are either returned to the tool shed or removed from the garden site.
- l. Restroom facilities are only provided by STJ on volunteer days and other approved events.

- m. Children under the age of 12 in the garden
 - i. Children are encouraged to participate but parents are responsible for the constant supervision of their child/children at all times.
 - ii. Children should not be in another gardener's area without the permission/presence of that gardener.
 - iii. Children are allowed only inside the fenced area of the garden.
 - iv. Parents are responsible for bringing appropriate entertainment for children who may need it.
- XI. Prohibited Behavior
 - a. Report any behavior contrary to the requirements of these site rules to the Garden Leadership Group. If appropriate, report to the appropriate authorities as well.
 - b. Harassment, threats, verbal abuse, acts of violence, and other behavior contrary to good order is prohibited.
 - c. Stealing of any kind is prohibited.
 - d. Alcohol and illegal substances are prohibited on-site. If a member is found with any such substance, he/she will forfeit his/her plot.
 - e. Smoking, cigarette butts, and chewing tobacco are prohibited on the entire site. Do not dispose of any tobacco-related products on-site since tobacco carries the mosaic virus, which is deadly to some plants.
 - f. Pets are prohibited on-site, with the exception of service animals.
 - g. Radios, CD Players, and other audio devices are prohibited, unless used with headphones.
 - h. Rock throwing is prohibited. In addition to the obvious safety hazard, rock throwing can create hazards for the STJ's grounds keeping volunteers.
 - i. Climbing on the fence, tool shed, pavilion, compost bins, and other structures is prohibited.
 - j. Any activities in the undeveloped area around the LCG are prohibited.
- XII. Prohibited Plants
 - a. Trees, shrubs, bamboo, cacti, mint and other invasive plants, castor beans and other poisonous plants, and illegal plants may not be planted in plots at LCG.
- XIII. Watering
 - a. The water in use in the garden is not potable, do not drink it.
 - b. Water is a major cost for LCG, do not waste it.
 - c. Water-wise gardening practices discussed during orientation are mandatory (heavy mulch, water only when needed, etc.).
 - d. All hoses must be disconnected at the spigot when the member is done using them.
 - e. Community hoses must be stored in their proper place near the spigot when the member is done using them. Personal hoses must be stored within the boundaries of the member's plot or taken home when not in use.
 - f. Members will ensure that all water is turned off before leaving the garden.
 - g. Automatic timers are not allowed. Members must be present when watering.
 - h. Disregard for water-wise gardening will result in forfeiture of the member's plot.
- XIV. Apiary
 - a. Members agree to abide by the Austin Code of Ordinances regulations for apiaries. Specifically Sections 3-6-1 through 3-6-7 and Sections 3-6-21 through 3-

6-25, as well as any modifications or amendments to those regulations. Copies can be provided upon request. Points of note include:

- i. The colony shall be kept in a Langstroth-type hive with removable frames.
- ii. The hive shall be maintained in sound and usable condition.
- iii. A water source will be provided to the colony to prevent the bees from congregating at a water source used by a human, bird, or domestic pet.
- iv. Bee comb or other material removed from a hive will be stored or disposed of in a sealed container, building, or other bee-proof enclosure.
- v. The apiary shall be located such that a minimum buffer area of 25 feet of undeveloped land is located between the edge of the apiary and the property line.
- vi. The apiary shall clearly display the name and telephone number of the person responsible for the apiary.
- vii. The apiary is subject to inspection by the health authority anytime between the hours of 8:00 am and 5:00 pm.

XV. Safety and Security

- a. Safety is the primary responsibility of each and every member. Immediately report unsafe conditions to the Garden Leadership Group.
- b. Members are responsible for all personal medication, including items such as EpiPens and other emergency medications.
- c. Call 911 immediately if you feel your safety or security is at serious risk while in the garden.
- d. Behavior that is violent, threatening, or disruptive is unacceptable. Such behavior will not be tolerated and will result in forfeiture of plot and exclusion from garden.
- e. Keep the gate closed at all times.
- f. Do not give out the gate or tool shed lock combination.
- g. If you are the last member to leave the garden for the day, lock the tool shed and gate when leaving.
- h. Do not leave the tool shed or gate combination locks open or with the combination exposed.
- i. Obey the 3 mph speed limit in the parking lot.
- j. Gardening after dark or predawn is discouraged for safety reasons, but is not prohibited. Remember that YOU are responsible for your own safety. If you are at the garden during such times, know that you may be questioned by the police.
- k. NEITHER ST. JOHN'S EPISCOPAL CHURCH, ITS EMPLOYEES AND MEMBERS, NOR THE MEMBERS OF THE LCG MAY BE HELD RESPONSIBLE FOR ANY INJURY OR PROPERTY DAMAGE INCURRED BY AN INDIVIDUAL, NOR ARE THEY RESPONSIBLE FOR THE THEFT, LOSS, DAMAGE, OR DESTRUCTION OF PERSONAL PROPERTY, NOR ARE THEY RESPONSIBLE FOR THE SUCCESS OR LACK THEREOF OF THE MEMBERS' GARDENS.

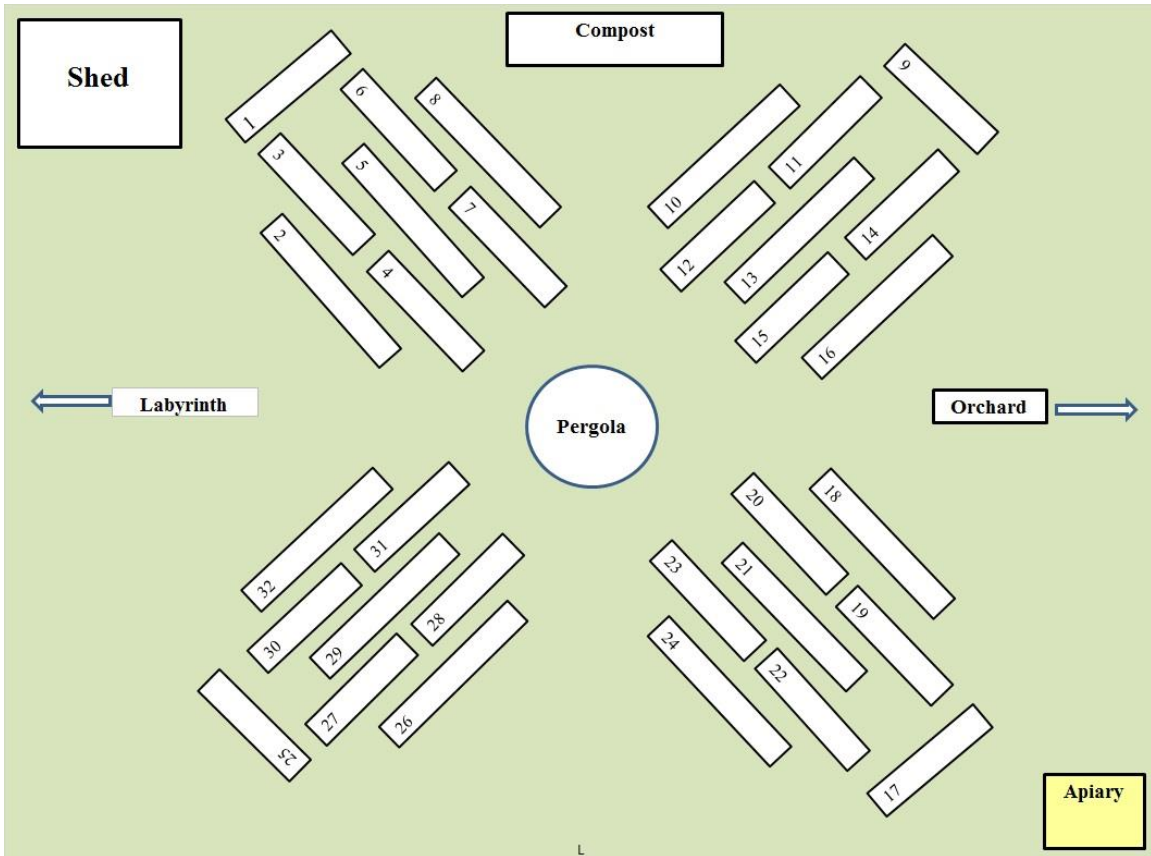
XVI. Documents referenced in or relevant to these Site Rules

- a. LCG Bylaws
- b. Map of the LCG
- c. Forms

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- i. Gardener's Contract
 - ii. Adult Indemnity Form
 - iii. Minor Indemnity Form
 - iv. Photo/Video Release Form
- d. Guidelines
 - i. LCG Compost Guidelines
 - ii. LCG Frequently Asked Questions
 - iii. LCG Helpful Gardening Tips
 - iv. LCG List of Approved Products

Map of the Labyrinth Community Garden



Labyrinth Community Garden Contract

Primary Member

Name _____

Phone _____

Email _____

| |
|------------------------|
| Office Use Only |
| Plot # |
| Date Assigned |
| Full Year OR Half Year |

Mailing Address _____

City _____ State _____ Zip _____

Additional Members: (if more than two, please list on back of Contract)

Name _____

Phone _____ Email _____

Name _____

Phone _____ Email _____

Labyrinth Community Garden is open to anyone in the north Austin area. Garden plots are available only in the sizes listed below. Accessible Table Plots will be made available to seniors and people with physical disabilities who may not otherwise be able to use the other garden plots.

Vacant plots will be granted on a first come first serve basis to anyone over the age of 18 who agrees to comply with the Labyrinth Community Garden bylaws and site rules, and to sign a Garden membership contract. Gardeners with existing plots will be given first right of refusal for renewal of their plot at each renewal period.

Please select your preferred size, duration and season for the garden plot. All fees are non-refundable. If paying by check, please make it out to 'St. John's Episcopal Church' and reference 'Labyrinth Community Garden' in the memo field.

Available Plots (circle one)

| |
|-----------------------|
| 4x20 Plot |
| Full Year \$50 |
| Half Year Fall \$25 |
| Half Year Spring \$25 |

| |
|-----------------------|
| 4x10 Plot |
| Full Year \$30 |
| Half Year Fall \$15 |
| Half Year Spring \$15 |

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Interests

If you are interested in serving on any of our committees, please indicate your area of interest

Site and Safety _____ Orientation _____

Other _____

Please list any unique abilities/experiences you may have to assist with garden projects or committees (i.e. carpenter, handyman, plumber, teacher, agriculture or permaculture background, past gardening experience, etc.) _____

Signature: I have received, read, understand, and agree to abide by the Labyrinth Community Garden By-Laws and Site Rules. I agree that if I, or additional gardeners listed above, fail to abide by the rules, I forfeit my plot(s), fees, and all remaining produce. Members who abandon a plot without following the process in VII.a will be required to pay a site clean-out fee of \$20 and will be unable to return to the garden until all outstanding fines and contractual obligations are completed. I confirm that all participants listed above have signed indemnity forms on file with STJ.

Member's Printed Name _____

Member's Signature _____

Date signed _____

TO BE COMPLETED BY LABYRINTH COMMUNITY GARDEN

PLOT NUMBER _____ Date Assigned _____

RENTAL RATE _____ Total Due _____

PAID CASH / CHECK # _____

Labyrinth Community Garden Adult Indemnity Form

St. John's Episcopal Church, 11201 Parkfield Dr., Austin, TX 78758, A 501(c)3 Organization

Member Information

Name _____

Phone _____

Email _____

Organization (if applicable) _____

Mailing Address _____

City _____ State _____ Zip _____

I, the above named PARTICIPANT, am eighteen (18) years of age or older and have voluntarily applied to participate in Labyrinth Community Garden. I acknowledge that the nature of working in a community garden may expose me to hazards or risks that may result in my illness, personal injury or death and I understand and appreciate the nature of such hazards and risks.

In consideration of my participation in Labyrinth Community Garden, I hereby accept all risk to my health and of my injury or death that may result from such participation. I hereby release the above named Labyrinth Community Garden and St. John's Episcopal Church, their governing boards, officers, employees and representatives from any liability to me, my personal representatives, estate, heirs, next of kin, and assigns for any and all claims and causes of action for loss of or damage to my property and for any and all illness or injury to my person, including my death, that may result from or occur during my participation in Labyrinth Community Garden, whether caused by negligence of Labyrinth Community Garden and/or St. John's Episcopal Church, their governing boards, officers, employees, or representatives, or otherwise.

I further agree to indemnify and hold harmless Labyrinth Community Garden and St. John's Episcopal Church and their governing boards, officers, employees, and representatives from liability for the injury or death of any person(s) and damage to property that may result from my negligent or intentional act or omission while participating in the described Labyrinth Community Garden.

I further acknowledge that it is my responsibility to make sure any guests I bring have signed this waiver before I bring them, and that by bringing a guest who has not signed this waiver I am assuming liability for any of their potential claims or injuries and agreeing to indemnify St. John's Episcopal Church and Labyrinth Community Garden against all such claims and liabilities.

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As set forth in the Labyrinth Community Garden By-Laws and Site Rules, I understand that:

- No restroom facilities are provided by Labyrinth Community Garden or St. John's Episcopal Church
- Pets are not allowed in the gardens, with the exception of service animals
- Unsupervised children are not allowed in the gardens
- I may not use STJ's trash cans to dispose of any refuse or garbage
- I agree to remove all my tools, implements, plant pots, garden products, refuse and garbage when I leave the garden.

I HAVE CAREFULLY READ THIS AGREEMENT AND UNDERSTAND IT TO BE A RELEASE OF ALL CLAIMS AND CAUSES OF ACTION FOR MY INJURY OR DEATH OR DAMAGE TO MY PROPERTY THAT OCCURS WHILE PARTICIPATING IN THE DESCRIBED LABYRINTH COMMUNITY GARDEN AND IT OBLIGATES ME TO INDEMNIFY THE PARTIES NAMED FOR ANY LIABILITY FOR INJURY OR DEATH OF ANY PERSON AND DAMAGE TO PROPERTY CAUSED BY MY NEGLIGENT OR INTENTIONAL ACT OR OMISSION.

Member's Printed Name _____

Member's Signature _____

Date signed _____

Labyrinth Community Garden Minor Indemnity Form

St. John's Episcopal Church, 11201 Parkfield Dr., Austin, TX 78758, A 501(c)3 Organization

Minor Participant's Contact Information

Name _____

Phone _____

Email _____

Organization (if applicable) _____

Mailing Address _____

City _____ State _____ Zip _____

Adult Member's Contact Information

Name _____

Phone _____

Email _____

Organization (if applicable) _____

Mailing Address _____

City _____ State _____ Zip _____

I am the Parent/Guardian of the above-named Minor Participant who is under eighteen (18) years of age and am fully competent to sign this Agreement.

I give permission for Minor Participant to participate in Labyrinth Community Garden and use its associated facilities and equipment. I acknowledge that the nature of Labyrinth Community Garden may expose Participant to hazards or risks that may result in Participant's illness, personal injury, or death and I understand and appreciate the nature of such hazards and risks.

In consideration of Minor Participant being permitted to participate in Labyrinth Community Garden, I hereby accept all risk to Minor Participant's health and of his/her injury or death that may result from such participation and I hereby:

1. release the above named Labyrinth Community Garden and St. John's Episcopal Church, their governing boards, officers, employees, representatives, members, and volunteers from any and all liability to Minor Participant, Minor Participant's personal

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representatives, estate, heirs, next of kin, and assigns for any and all claims and causes of action for loss of or damage to Minor Participant's property and for any and all illness or injury to Minor Participant's person, including his/her death, arising from Minor Participant's presence in or participation in Labyrinth Community Garden. THIS RELEASE EXTENDS TO CLAIMS OF NEGLIGENCE AND GROSS NEGLIGENCE on the part of St. John's Episcopal Church, their governing boards, officers, employees, representatives, members, and volunteers;

2. agree to indemnify entities and persons listed in paragraph 1) against all such claims set out in paragraph 1), and to promptly reimburse those entities and persons for any expense they incur in defending against such claims, and any cost of judgment to which they may become responsible. THIS INDEMNITY EXTENDS TO CLAIMS OF NEGLIGENCE AND GROSS NEGLIGENCE.

I further agree to indemnify and hold harmless Labyrinth Community Garden and St. John's Episcopal Church and their governing boards, officers, employees, and representatives from liability for the injury or death of any person(s) and damage to property that may result from Participant's negligent or intentional act or omission while participating in the described Labyrinth Community Garden.

I further acknowledge that it is my responsibility to make sure any guests of the above-named Participant have signed this waiver before being brought to Labyrinth Community Garden and that by bringing a guest who has not signed this waiver I am assuming liability for any of their potential claims or injuries and agreeing to indemnify St. John's Episcopal Church and Labyrinth Community Garden against all such claims and liabilities.

As set forth in the Labyrinth Community Garden By-Laws and Site Rules, I understand that:

- No restroom facilities are provided by LCG or St. John's Episcopal Church
- Pets are not allowed in the gardens, with the exception of service animals
- Unsupervised children are not allowed in the gardens
- I may not use STJ's trash cans to dispose of any refuse or garbage
- I agree to remove all my tools, implements, plant pots, garden products, refuse, and garbage when I leave the garden.

I HAVE CAREFULLY READ THIS AGREEMENT AND UNDERSTAND IT TO BE A RELEASE OF ALL CLAIMS AND CAUSES OF ACTION FOR MY INJURY OR DEATH OR DAMAGE TO MY PROPERTY THAT OCCURS WHILE PARTICIPATING IN THE DESCRIBED LABYRINTH COMMUNITY GARDEN AND IT OBLIGATES ME TO INDEMNIFY THE PARTIES NAMED FOR ANY LIABILITY FOR INJURY OR DEATH OF ANY PERSON AND DAMAGE TO PROPERTY CAUSED BY MY NEGLIGENT OR INTENTIONAL ACT OR OMISSION.

Minor Member's Printed Name _____

Adult Member's Printed Name _____

Adult Member's Signature _____

Date signed _____

11/17/2014

Labyrinth Community Garden Photo/Video Release Form

St. John's Episcopal Church, 11201 Parkfield Dr., Austin, TX 78758, A 501(c)3 Organization

Member's Contact Information

Name _____

Phone _____

Email _____

Organization (if applicable) _____

Mailing Address _____

City _____ State _____ Zip _____

I hereby _____ grant _____ do not grant Labyrinth Community Garden and its agents the right to photograph, video and use my name for publication processes, whether electronic, print, digital or electronic publishing via the Internet, and any other lawful purposes.

I hereby _____ grant _____ do not grant Labyrinth Community Garden and its agents permission to use my name with photo and/or video:

Adult Member's Printed Name _____

Adult Member's Signature _____

Date signed _____

If gardener is under 18:

I, _____, am the parent/legal guardian of the individual named above. I have read this release and approve of its terms.

Minor Member's Printed Name _____

Adult Member's Printed Name _____

Adult Member's Signature _____

Date signed _____