

# 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

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 \_\_\_\_\_

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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.

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

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 \_\_\_\_\_

# 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 \_\_\_\_\_