

**Gardener Agreement:  
Garden Use, Waiver of Liability, Release and  
Indemnification Agreement**

Gardener Name:

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Address:

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City and State:

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Phone:

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E-mail:

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Emergency Contact:

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Welcome to Turlock Community Gardens. Turlock Community Gardens, called “Sponsor” or “we” in this document, is a nonprofit organization that sponsors and manages the Garden as part of carrying out its mission. This document is a legal contract between you and the Sponsor.

**1. TEMPORARY RIGHT TO GARDEN**

**1.1 Plot:** You have the temporary right to garden in plot \_\_\_\_\_ (the “Plot”) in the Garden. Your immediate family members may garden with you as regular guests, and others can garden with you as one-time guests. You may use the Plot from January 1, 2022 to December 31, 2022.

**1.2 No Refund:** You understand that you will not get a refund or reimbursement for your expenses, or any other payment if you decide not to garden or if the Sponsor terminates your right to garden, even if you spend a lot of time and money on the garden. You understand that only you and no one else, including your family, has any rights under this Agreement.

**1.3 Fee:** When you sign this document, you will pay a fee of \$120 to use the Plot. Thereafter, you will pay an annual fee by January 1. You understand that we may increase the fee in future years.

There are two ways to pay: 1) <https://www.turlockcommunitygardens.org/join>  
Or 2) By check: Turlock Community Gardens, 1077 Kirksey Dr., Turlock, CA 95382

**1.4 No Transfers:** You cannot let anyone other than your immediate family garden here unaccompanied unless we give our agreement in writing.

## **2. LIABILITY WAIVER, RELEASE, INDEMNIFICATION AND ACKNOWLEDGEMENTS**

**2.1 Awareness of Risk:** You understand that participating in the Garden has a risk of death or injury to yourself or your guests and damage to your personal property. The risks could be caused by you, other gardeners, the Sponsor, or the owner of the property on which the Garden is located (referred to as “Landholder.”) The risks could also come from the condition of the land where the Garden is located, or the equipment and tools available at the Garden, or the weather or other environmental or local conditions. You also understand that hazardous conditions may exist at the Garden and that other gardeners may be unskilled.

**2.2 Assumption of Risk and Waiver and Release of Claims:** In exchange for your right to participate in the Garden, you agree to take on the risk of harm even if the potential harm is caused by someone else. (In legal terms, you agree to “assume the risk.”) You also agree to give up (“waive”) any right you may have to sue or otherwise attempt to collect money from the Landowner, Sponsor, their board members, employees, volunteers, or anyone acting on their behalf (referred to altogether as “Released Parties”) for any losses or damages resulting from death, injury, or property damage to you, anyone else, or any property, that occurs while you or your guests are in the Garden. (In legal terms, you “waive and release all claims” against the Released Parties.) You understand that the Sponsor would not permit you to participate in the Garden without your agreeing to these waivers and releases.

**2.3 Medical Care Waiver:** You give up any right to sue or otherwise attempt to collect money from (“waive and release any claim from”) the Released Parties arising out of any first aid, treatment, or medical service, including the lack of such or timing of such, given in connection with your participation in the Garden. You understand that you are not covered by or eligible for any insurance, health care, workers’ compensation, or any other benefits maintained by Sponsor.

**2.4 Indemnification.** You are responsible for any damages or losses suffered by the Sponsor that are caused by your or your guests’ actions. (In legal terms, you agree to indemnify and hold the Released Parties harmless.)

## **3. TERMINATION**

**3.1 Failure to Comply with Agreement or Garden Rules:** You confirm that you have read a copy of the Garden Rules attached to this Agreement and you will comply with them. If you fail to obey the Agreement or the Garden Rules, we can terminate your right to garden.

**3.2 Termination of Lease:** If the Landowner terminates our Lease for the land where the garden is located, your right to garden will end. The Landowner can terminate our Lease at any time. We will notify you if the Landowner terminates the Lease.

#### 4. OTHER PROVISIONS

**4.1 Entire Agreement, Severability and Modification:** If any part of this Agreement is ineffective, the remaining portions of the Agreement remain in effect. Any changes to this Agreement have to be in writing and signed by you and the Sponsor.

**4.2 Third-Party Beneficiaries:** You understand that this Agreement gives the Landowner a right to enforce certain parts of this Agreement against you by going to court. (In legal terms, the Landowner is an “express third party beneficiary.”) The Landowner can enforce Sections 2 and 3.2 of this Agreement.

#### GARDENER

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Date)

#### SPONSOR (If applicable)

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title/Position)

\_\_\_\_\_  
(Date)