



SAN CARLOS COMMUNITY GARDEN

a California 501(c)(3) nonprofit organization

Application for Garden Plot

Please complete and sign this form and email to Info@sancarloscommunitygarden.com

Name _____ Date _____

Address _____

City/State _____ Zip _____

Phone (home) _____ (Cell/work) _____

Email Address _____

Names of other individuals gardening with you and accessing your garden key: _____

Annual lease fee and key deposit to be submitted at time of application:

_____ 4'x 12' raised bed @ \$125.00 per bed per year \$ _____

_____ Key deposit @ \$25.00 per key \$ _____

TOTAL DUE: \$ _____

I understand that no garden keys may be duplicated without written approval from a SCCG Resource Management Officer or SCCG Leadership Team representative. Initial here: _____.

REQUIRED VOLUNTEER HOURS

Mandatory Volunteer Hours: As a gardener at the San Carlos Community Garden, I recognize that I am responsible for contributing **Eight (8)** volunteer hours per year per garden plot to help make the Garden an ongoing and sustainable Community Garden for all.

(Initial) _____

Duties of a Garden Docent: If I am assigned the duties of a Garden Docent, I will select **Four (4)** Saturday mornings from 9:00 to 11:00 am for the weekly scheduled Garden Open House. I understand that if I am unable to meet my responsibilities as a Docent on an assigned Saturday, I am responsible for finding a replacement and notifying the Resource Manager of the change.

(Initial) _____

Duties of a Maintenance Zone: If I am assigned a Maintenance Zone, I will assume the responsibility for a specific section of the garden and will perform the necessary tasks under the instruction and guidance of the Volunteer Coordinator.

(Initial) _____

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Waiver of Liability, Assumption of Risk, and Indemnity Agreement

I, _____, am a participant in the **San Carlos Community Garden**. As a condition of being allowed to participate in the Community Garden, I acknowledge and agree to the following:

Waiver:

I, for myself, my heirs, personal representatives or assigns, **do hereby release, waive, discharge, and covenant not to sue (SCCG)**, its Leadership, Garden Lease Holders, San Diego Unified School District and their Board members, officers, employees, and agents, Sierra School of San Diego staff and faculties and their parent company, SESI and their officers, employees, and agents from liability for **any and all claims including the negligence of (SCCG), et al**, resulting in personal injury, accidents or illnesses (including death), and property loss arising from, but not limited to, participation in this Garden.

Assumption of Risks:

Participation in the **(SCCG)** carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks may vary from one activity to another, ranging from 1) minor injuries such as scratches, bruises, and sprains; 2) major injuries such as eye injury or loss of sight, joint or back injuries, heart attacks, and concussions; to 3) catastrophic injuries including paralysis and death.

I have read the previous paragraphs and I know, understand and appreciate these and other risks that are inherent in a Community Garden. I hereby assert that my participation is voluntary and that I knowingly assume all such risks.

Indemnification and Hold Harmless:

I also agree to INDEMNIFY AND HOLD **(SCCG)** HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees brought as a result of my involvement in the Garden and to reimburse them for any such expenses incurred.

Severability:

The undersigned further expressly agrees that the foregoing waiver and assumption of risks agreement is intended to be broad and inclusive as is permitted by the law of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Acknowledgment of Understanding:

I have read this waiver of liability, assumption of risk, and indemnity agreement and I fully understand its terms, and I **understand that I am giving up substantial rights, including my right to sue**. I acknowledge that I am signing the agreement freely and voluntarily, and **intend my signature to be a complete and unconditional release of all liability** to the greatest extent allowed by law.

Signature of Participant
Participant's Age (if a minor) _____

Date