

# Peardale Farm Community Garden, Inc

## Application for Membership

**Applicant**

**Phone**

**Address**

**Email**

**Emergency contact name**

**Emergency contact phone**

### Terms of Membership

Membership in the Peardale Farm Community Garden, Inc. ("PFCG") is subject the following continuing obligations:

#### Acknowledgement of PFCG Bylaws

Applicant acknowledges membership in PFCG is subject to the current Bylaws of the PFCG (available from PFCG Secretary upon request), and any duly amended and ratified subsequent versions.

#### Execution of Gardening Rules and Regulations Agreement

Applicant understands that in order to participate as a gardener at any PFCG managed garden ("PFCG Garden"), Applicant will be required to execute the current PFCG Gardening Rules and Regulations Agreement of the PFCG (available from PFCG Secretary upon request), and any duly amended and ratified subsequent versions.

#### Payment of Dues

Payment of dues are required upon membership in the PFCG. Applicant acknowledges (from Bylaws):

1. Members pay dues annually.
2. Members can be removed from membership by the Board of Directors for failure to pay dues in a timely fashion as determined by the Board of Directors. Membership may be reinstated upon payment of delinquent dues: however, any privileges of memberships may be adjusted accordingly.
3. Members joining mid-season will have their dues adjusted/applied to the subsequent season as determined by the Board of Directors.
4. Changes to the amount of the dues will be recommended by the Budget and Finance Committee to the Board of Directors and ratified by the Members.

## Accident Waiver and Release of Liability

In consideration for being granted permission to participate in the activities of the Peardale Farm Community Garden, Inc. ("PFCG"), including participate as a gardener at any PFCG managed garden ("PFCG Garden"), I, the Applicant, hereby agree for Applicant and for Applicant's personal representatives, heirs and next of kin:

1. To release, discharge, waive and relinquish any and all claims, actions or causes of action against PFCG, its board of directors, officers, agents, the owner, lessor, manager of any PFCG Garden, its board of directors, officers, its commissions, departments, boards, agents, employees, representatives, contractors or subcontractors, or their employees (herein referred to collectively as "Releasees") for personal injury, property damage or wrongful death occurring to the Applicant arising as a result of participating in gardening or any activities incidental thereto wherever or however the same may occur and for whatever period said activities may continue, and the Applicant does for Applicant, Applicant's heirs, executors, administrators and assigns hereby release, waive, discharge and relinquish any claims, actions or causes of action, aforesaid, which may hereafter arise for Applicant and for Applicant's estate, and agrees that under no circumstances will Applicant or Applicant heirs, executors, administrators, and assigns present or prosecute any claim for personal injury, property damage or wrongful death against PFCG and Releasees, whether the same shall arise by the negligence of any of said persons or otherwise.
2. To assume full responsibility for and risk of bodily injury or property damage incurred by Applicant arising either directly or indirectly from participation in the PFCG Garden. This includes food safety risks that may be caused by pre-existing, or subsequently occurring, soil, water and/or air contamination, or risks due to chemical usage by other gardeners, whether or not the chemicals in question were allowed by the PFCG Gardening Rules and Regulations.
3. Expressly acknowledge that the permission granted hereunder is freely revocable by PFCG and in view of such fact, Applicant expressly assumes the risk of making any expenditure in connection with this permission, even if such expenditures are substantial. Without limiting any indemnification obligations of Applicant or other waivers contained in this permission and as a material part of the consideration for this permission, I fully release, waive and discharge forever any and all claims, demands, rights and causes of action against and covenants not to sue, the Releasees, under any present or future laws, statutes, or regulations, including but not limited to, any claim for inverse condemnation or the payment of just compensation under the law of eminent domain, or otherwise at equity, in the event PFCG exercises its right to revoke or terminate this permission.
4. In the event the granted permission to participate as a gardener hereunder is terminated by PFCG, Applicant acknowledges that Applicant will not be a displaced person at the time this permission is terminated or revoked or expires by its own terms, and Applicant fully releases, waives and discharges forever any and all claims, demands, rights and causes of action against and covenants not to sue, PFCG and Releasees, under any present or future laws, statutes, or regulations, including, without limitation, any and all claims for relocation benefits or assistance from PFCG and Releasees under federal and state relocation assistance laws.
5. Expressly acknowledge and agree that the permission granted hereunder does not take into account any potential liability of PFCG for any consequential or incidental damages including, but not limited to, any and all demands, claims, legal or administrative proceedings, losses, costs, penalties, fines, liens, judgments, damages and liabilities of any kind arising out of disruption to my uses hereunder. PFCG and Releasees would not be willing to give this permission in the absence of a complete waiver of

liability for consequential or incidental damages due to the acts or omissions of Releasees, and Applicant expressly assumes the risk with respect thereto. Accordingly, without limiting any indemnification obligations of Applicant or other waivers contained herein and as a material part of the consideration for this permission, Applicant fully releases, waives and discharges forever any and all claims, demands, rights, and causes of action against, for consequential and incidental damages (including without limitation, losses arising out of disruption to Applicants uses) and covenants not to sue for such damages, Releasees, and all persons acting by, through or under each of them, arising out of Applicant's participation as a gardener, the permission granted by PFCG, or the uses authorized hereunder, including, without limitation, any interference with uses conducted by me pursuant to this permission, regardless of the cause, and whether or not due to the negligence of Releasees, except for the gross negligence or willful misconduct of PFCG or Releasees.

6. IT IS THE INTENTION OF APPLICANT BY THIS ACCIDENT WAIVER AND RELEASE OF LIABILITY TO EXEMPT AND RELIEVE PFCG AND RELEASEES FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE. The Applicant for Applicant, Applicant's heirs, executors, administrators or assigns, agrees that in the event any claim for personal injury, property damage or wrongful death shall be prosecuted against the PFCG and Releasees the Applicant shall indemnify, defend, and save harmless the same PFCG and Releasees from any and all claims or causes of action by whomever or wherever made or presented for personal injuries, property damage or wrongful death. Applicant acknowledges that Applicant has read this Accident Waiver and Release of Liability and is fully aware of the legal consequences of signing the within instrument. The Applicant also acknowledges that Applicant is aware of and assumes all risks in using the PFCG Garden for gardening. To the extent that the Applicant participates in such activities, Applicant does so voluntarily, and Applicant assumes full responsibility for any loss and/or inconvenience resulting from an injury to Applicant and/or property damage resulting therefrom.

7. Applicant additionally agrees to execute reasonable, updated Accident Waiver and Release of Liability necessitated by changes in laws or regulations, Releasees, and/or PFCG/Releasee insurance providers.

**By signing below, Applicant agrees and accepts these terms of membership in the PFCG.**

Signature

Date

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