CSU Extension - Grand Community Gardens
Kremmling Community Garden 2020 Bed Rental Application

Please fill out this application,
Sign the attached Garden Rules and GCG Waiver.
Mail your payment to the location listed at the bottom of the form

Name_____

Address_____

City/Town_____State_____Zip Code_____

Phone: Home_____Work_____Cell: _____

E-Mail_____

I plan to share this garden with the following people: _____

If a plot is being shared, EACH participating gardener must individually fill out an application and waiver and send in the applications for the plot together.

Bed Rental Fees: $25.00/YEAR

Renewals: I am a returning Gardener and would like to keep bed, # I used in 2019

If possible I would like to change my location to_____

Make Checks payable to: Grand County Extension Fund

Payments will be returned to applicants not awarded plots.

_____Bed(s) _____X Price_____== Total $ _____ Check # _____ Cash Paid_____

Mail Application, check and Waiver of Liability to
CSU Extension Office Grand Community Gardens
PO Box 475 Kremmling, CO 80459

******* To complete the application process contact your site Coordinator Olivia Clark at 970-531-4408, Olivia.K.Clark@colostate.edu**

2020 CSU Extension
Grand Community Gardens
Agreement & Waiver of Liability

As an accepted CSU Extension – Grand Community Gardener (GCG) I agree to:

- Complete an application, pay bed fees, and contact the site coordinator prior to using my assigned garden bed(s).
- Lock the gate when leaving the garden.
- Keep my garden and the surrounding areas maintained throughout the season, and keep walking paths free of obstruction. Weeds are to be eliminated by pulling or with the use of organic mulches rather than herbicides, unless approved by the GCG Board
- Understand if my bed is left untended, I will receive a notice by mail or email that I am not in compliance. If within two weeks, the garden does not meet CSU-Extension GCG standards, I will receive final notification that my garden bed and privileges have been forfeited. I understand my bed(s) will then revert to CSU Extension GCG use and no refunds will be issued.
- Seek approval from the site coordinator prior to the use of mechanical tillers.
- Plant my bed by July 1st or I forfeit the use of it as well as my fees.
- Volunteer 2 hours per month (May 15th-October 15th) or a total of 10 hours throughout the season.
- Log volunteer hours and information about materials added to my bed if requested by the site coordinator.
- Know that manure aged less than one year and not approved by the site coordinator is not permitted. Commercially processed compost and other soil amendments are allowed without approval.
- Not to store personal gardening tools and equipment at the gardening sites. Return tools and equipment provided for common use to the storage areas designated by each site.
- Clean up my bed(s) by October 15th. This includes removal of plant material and weeds.
- Understand that if I wish to retain the same bed and plant winter crops I will be able to do so, providing I have been a gardener member in good standing as described in this agreement.
- Harvest only those vegetables or flowers, which I have planted, unless invited to do so by another gardener.
- Fully supervise any children I bring into the garden.
- Keep pets outside of the garden fence
- Refrain from any illegal activity on the GCG garden site.
- Allow GCG to use photos for promotional purposes. Promotional materials will be used for the sole purpose of increasing awareness of services offered by GCG. We are a non-profit organization created to enrich the Grand County citizens through education and the opportunity to grow one's own food.

_____ I have read and will comply with the above.
(initial)

Waiver of Liability

PARTICIPANT'S FULL NAME: _____

I, the above-named person, being over the age of 18 years, **or** the legal guardian of the above named person who is under the age of 18 years, hereby acknowledge, agree, promise and covenant with Grand Community Gardens (GCG), as follows:

ACKNOWLEDGEMENT OF RISK

I hereby acknowledge that GCG has informed me and I understand that gardening and/or volunteering are not without risk. Certain risks are inherent in each activity and cannot be eliminated. These inherent risks can be the cause of loss or damage to my property, or accidental injury, illness or in extreme cases, permanent trauma or death. GCG does not want to frighten me or reduce my enthusiasm for gardening, but believes it is important for me to be informed of the inherent risks.

Among these risks are the following: (1) the acts or omissions, negligent in any degree, of other persons; (2) latent or apparent defects or conditions in equipment supplied by GCG; (3) weather; (4) contact with plants or animals; and/or (5) first aid, emergency treatment or other services rendered. I understand and acknowledge that the above list is not complete or

exhaustive, and that other risks, known or unknown, identified or unidentified may occur. I acknowledge that GCG has fully explained to me the nature and physical demands of this activity and the inherent risks, hazards, and dangers associated therewith

ACCEPTANCE OF RISK AND RESPONSIBILITY

Being aware that this activity entails risk, I agree, covenant, promise and assume all responsibility or liability and risk for injury, death, illness, disease, or damage to property, arising out of or in any way connected with my participation in this activity. My participation in this activity is purely voluntary, no one is forcing me to participate, and I elect to participate in spite of and with full knowledge of the risks. I hereby certify that I am fully capable of participating in this activity.

RELEASE

I hereby voluntarily release and forever discharge the Board of Governors of the Colorado State University System, Colorado State University, Colorado State University Extension, the Town of Fraser, the Town of Granby, the Town of Hot Sulphur Springs, Grand County, the Fraser Valley Metropolitan Recreation District, said parties' respective officers, agents, employees, volunteers, any other persons or entities acting on their behalf, and the successors and assigns, (collectively Released Parties) from any and all liability, claims, demands, actions or rights of action, loss, damages, injury to persons or property, which are related to, arising out of or in any way connected with my participation in this activity, including specifically but not limited to the negligent acts or omissions of the Released Parties, including reasonable attorney's fees and costs incurred.

I further agree, promise and covenant to waive any and all rights, claims, causes of action or rights to a certain claim, which I may have or acquire against the Released Parties. I further agree, promise and covenant not to sue, assert or otherwise maintain or assert any claim against the Released Parties, for any injury, death, illness or disease, or damage to my property, arising out of or in any way connected with my participation in this activity.

ACKNOWLEDGEMENT OF EFFECT OF THIS RELEASE AGREEMENT

I understand and acknowledge that by signing this document I have given up certain legal rights or possible claims which I might otherwise be entitled to assert or maintain against the Released Parties, including specifically, but not limited to, claims of negligence in any degree of the Released Parties.

GENERAL TERMS

1. I understand that this Release cannot be modified or changed in any way by the representations or statements of any of the Released Parties, or by me, except in writing signed by the parties.

2. This Release shall be governed by and construed under the laws of the State of Colorado.

3. This Release contains the entire agreement of the parties, and no representations or promises not contained herein shall be binding or enforceable. This Release shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of the parties.

4. If the above named person is a minor or otherwise incapacitated I, the undersigned, represent and warrant to GCG that I am the parent or legal guardian of the above named person and that I am authorized to sign this document on behalf of the person. I consent to the person's participation in these activities with knowledge of and in spite of the risks. I affirm that I have read and understand this document and I agree that the person shall be bound by all of the terms of this agreement, both now and after the person's age of majority or end of any incapacitating condition. I hold harmless and indemnify the Released Parties for any claims, damages, actions, causes of actions, including reasonable attorney's fees and costs, incurred as a result of my misrepresentation or breach of warranty under this provision.

Participant / Volunteer (or Parent or Guardian thereof):
MY SIGNATURE BELOW INDICATES THAT I HAVE READ THIS ENTIRE DOCUMENT, UNDERSTAND IT COMPLETELY AND AGREE TO BE BOUND BY

Signature _____ **Date:**____/___/____

Participant's Full Name (printed) _____

Address _____

Phone Number(s) _____

Email Address_____