

## **BEDDINGTON COMMUNITY GARDEN 2023 GARDENER AGREEMENT**

### Garden Use, Waiver of Liability, Release and Indemnification Agreement

Welcome to the Beddington Community Garden (the “Garden”). Beddington Heights Community Association (“BHCA”) is a non-profit organization that oversees the garden and administers the “Garden Rules”. BHCA is subleasing the garden area from Beddington Theatre Arts Centre (the “Landowner”).

This document is a legal contract between you and the BHCA.

#### **1. TEMPORARY RIGHT TO GARDEN**

**1.1 Plot.** You have the temporary right to garden in the plot assigned to you by BHCA. Your immediate family members may garden with you as your guests. You may use the Plot from May 14, 2023 to October 31, 2023. (Dates are dependent on weather and may change. You will be kept informed by email of any changes.)

**1.2 No Refund.** You understand that you will not get a refund or reimbursement for your expense, or any other payment if you decide not to garden or if the Licensee 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 agree to this document, you will pay a fee of \$35 to use the Plot plus a BHCA Membership of \$20. You understand that we may increase the fee and/or BHCA Membership cost in future years.

**1.4 No Transfer.** You cannot let anyone other than your immediate family garden here unless BHCA gives agreement in writing. Email [garden@beddingtoncommunity.ca](mailto:garden@beddingtoncommunity.ca) to make this request.

#### **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 BHCA, or the owner of the property on which the Garden is located (referred to as “Landowner”). The risk 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.

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**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, BHCA, 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 personal property damage to you, anyone else, or any personal 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 BHCA 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 Release Parties arising out of any first aid, treatment, or medical services, 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 BHCA.

**2.4 Indemnification.** You are responsible for any damages or losses suffered by the Licensee or Landowner that are caused by you or your guests’ actions.

**2.5 Publicity.** You agree to allow the BHCA or the Landowner to use any photograph, interview, videotapes, film, other visual or auditory recordings, or any other medium, including the internet, of your garden plot that we or others may create in connection with your plot. You agree that you do not have to inspect or approve the finished project and you are not entitled to any compensation for the finished product. If BHCA wants to include photographs or other media of you or your guests, they will request a waiver be signed.

**3. TERMINATION**

**3.1 Failure to Comply with Gardener 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 Gardener Agreement or the Garden Rules, the Licensee can terminate your right to garden.

**3.2 Termination of Lease.**

If the Landowner terminates the BHCA’s License Agreement for the land where the Garden is located, your right to garden will end. The BHCA or landowner can terminate the Licensee’s License Agreement. You will be notified if the BHCA or Landowner terminates the License Agreement.