

## Gardener Waiver

Garden: \_\_\_\_\_ (“Garden”)

**TO: The Corporation of the City of Windsor (“City”)**

**FROM: \_\_\_\_\_ (“Gardener”)**

IN CONSIDERATION of a non-exclusive temporary licence to use the City’s property as set out below, I, the Community Garden Coordinator, and representative of the Applicant, agree as follows:

1. I shall comply with all of the rules, regulations, policies, procedures and guidelines provided to me or the Community Garden Coordinator by the City.
2. Further, I declare that I have read or will read, prior to any use of the Garden, the City’s Policy on Community Gardens on Municipal Property (the “Policy”) and the Community Gardens on Municipal Property Procedure (the “Procedure”). I expressly agree that I will comply with all terms and conditions of the Policy and Procedure, and all other applicable City by-laws and other applicable laws.
3. I agree that I shall only use the Garden only for purposes of gardening for personal use, subject to the following rules:
  - a. Produce cannot be sold;
  - b. Care and maintenance of the site;
  - c. Restrictions on use of chemicals;
  - d. Restrictions on use of equipment;
  - e. Restrictions on construction, use and maintenance of any structure, including raised beds and storage shed; and
  - f. Upon termination of the licence, return the site to its original condition.
4. I agree that as a Gardener, I will:
  - a. Follow the direction of the Community Garden Coordinator regarding the guidelines;
  - b. Contact the Community Garden Coordinator with any questions and concerns;
  - c. Contact the City’s Environmental and Sustainability Coordinator only for unresolved issues with the Community Garden Coordinator; and
  - d. Dispose of litter into onsite garbage containers or remove from site.
4. I realize that participation in the Community Gardens Program brings the possibility of injury and I accept this risk regardless of the nature of the injury, illness or death.
5. I acknowledge I will receive no remuneration, salary, wage or payment or any employee benefits from the City whatsoever and I will not be covered by the City’s Workplace and Safety Insurance Board benefits.
6. I have read the above and agree that by participating I am doing so of my own free will and judgment and I am personally assuming responsibility for any injury to myself or my property as a consequence of these activities or resulting from any other reason including negligence.
7. I assume all risk in connection with use of the Garden and hereby release, forever discharge and hold harmless The Corporation of the City of Windsor, including its councillors, officers, staff, agents, employees, representative, successors, affiliates and/or assigns and each of them from any and all actions, causes of action, claims or demands of whatsoever kind and however arising from my use of the Garden.
8. I declare that I am a resident of the City of Windsor.

Signature of Gardener: \_\_\_\_\_ Date: \_\_\_\_\_