

**2022 Garden Plot Application and Agreement Form**



<b>Date:</b>	
<b>Gardener Name:</b>	
<b>*Address:</b>	
<b>Phone:</b>	
<b>Email:</b>	
<b>Emergency Contact Name:</b>	
<b>Emergency Contact Number:</b>	

\* Gardens are first available to Waconia Residents. If any garden is unassigned by May 6th, Out of town gardeners will be notified of availability.

Please check which garden plot you are applying for: Each plot measures 150sq ft. Each raised bed is 120sq ft.

- Bent Creek-1401 Mockingbird Drive
- Clearwater Mills-300 15th Street E.
- Ice Arena (ADA accessible, Raised beds)-1250 Oak Avenue
- Brook Peterson-1200 Oak Avenue
- Interlaken-1270 Interlaken Pkwy
- Interlaken-1270 Interlaken Pkwy -Raised bed (4)
- Straw bale plot

Number of Plots wanted:

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

**Data Privacy.** In accordance with the MN Government Data Practices Act, the Public Services Department hereby informs you that the personal information we are requesting of you on our application is considered private. Private data is available to you and to City staff who need to have this information to perform their duties.

**No Refund.** You understand that you will not get a refund or reimbursement for your expenses, or any other payment if you decide not to garden or if the City 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.

**Fee.** When you sign this document, you will pay a fee of \$25 per plot or \$15 per raised bed. You understand that the City may increase the fee in future years. The fee must be paid before **May 6, 2022**.

**No Transfers.** You cannot let anyone other than your immediate family garden here unless we give our agreement in writing.

**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.

**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. You also agree to waive any right you may have to sue or otherwise attempt to collect money from the City and their employees for any losses or damages resulting from death, injury, or property damage to you, anyone else, or any property, that occurs while you or your guests are in the garden. You understand that the City will not permit you to participate in the garden without your agreeing to these waivers and releases.

**Medical Care Waiver.** You give up any right to sue or otherwise attempt to collect money from the City arising out of any first aid, treatment, or medical service, 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 the City.

**Indemnification.** You are responsible for any damages or losses suffered by the City that are caused by your or your guests' actions.

**Publicity.** You agree to allow the City to use any photographs, interviews, videotapes, film, other visual or auditory recordings, or any other medium, including the Internet, of you or your guests that we or others may create in connection with your or your guest's participation in the garden. 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.

**Failure to Comply with Agreement or Garden Rules.** You confirm that you have read a copy of the Garden Rules and Agreement and you will comply with them. If you fail to obey the Agreement or the Garden Rules, we can terminate your right to garden.

**Waiver**

In consideration of participation in this program, I for myself, my heirs, executor and administrators, waive and release any and all rights and claims against the City of Waconia, volunteers and all sponsors, their representatives, officers, employees, agents and successors as a result of my participation in a Community Garden for the year of 2022. I also authorize First Aid and/or treatment to be rendered in case of any emergency. I further consent to any photographic recording of myself and the use thereof in connection with this program.

Applicant Signature:

Date:

Please submit completed applications to Waconia Public Services email: [publicservices@waconia.org](mailto:publicservices@waconia.org)  
 fax: 952-442-4963  
 mail: Waconia Public Services, 310 10th Street East, Waconia, MN 55387

**Office Use Only**

Date Received:

Plot #:

Rules Sent:   Cash

Check

Credit Card