

TO: THE GOVERNORS OF THE UNIVERSITY OF CALGARY

**RELEASE OF LIABILITY, WAIVER OF CLAIMS,
ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT**

WARNING: BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

PLEASE READ CAREFULLY!

NAME OF PARTICIPANT: _____

ADDRESS OF PARTICIPANT: _____

COURSE CODE & TITLE / ACTIVITY NAME: **Community Garden Club**

COURSE / ACTIVITY DATE: _____

ASSUMPTION OF RISK

Participation in the activity(s) of **Community Garden Club**, carries with it certain inherent risks. I am aware that, while participating in the activity(s), I may be exposed to any manner of harm, injury, illness, death or property damage resulting from such risks, including but not limited to the following:

General:

- Loss or damage of personal property by any means including, but not limited to, theft, vandalism, fire, or water damage;
- Travel by motor vehicle, bus, traffic accidents, poor road conditions, water craft, airplanes or any other means of transportation to, from, or during the activity(s);
- Loss, damage, injury, illness, death or expense that I may, or that members of my household(s) may suffer, including the contraction of a Communicable Disease as a result of my participation in this Activity. Communicable Diseases include, but are not limited to, any disease that can be transmitted from one person to another including viruses, bacteria, parasites or other organisms.

NOTE: Please consult with your physician prior to participating in any physical activity(s) or using any equipment if you have any pre-existing conditions which may be affected by your participation in the activity(s).

Outdoor Activities:

- **Terrain:** Slips, trips or falls on steep, icy, slippery or uneven terrain or injuries arising from impact or contact with trees, rocks, or other obstructions, visible or non-visible;
- **Animals:** Contact with insects, spiders, aggressive or curious animals, birds or reptiles, including the risk of exposure to viruses, parasites or bacteria they may carry;
- **Weather:** Severe or varied exposures to cold, wet or windy weather, hail, lightning, snow, sleet, reduced visibility, or the effects of heat or strong sunlight;
- **Other Outdoor Risks:** Dehydration.

Physical Activities:

- All manner of muscular and skeletal injuries, bruises, scrapes, cuts, strains, sprains, leg cramps, dislocations, or bone injuries;
- Head, facial, dental and neurological injuries such as concussions and traumatic brain injuries (TBI);
- An increased load on the heart that may result in dizziness, shortness of breath, fainting, chest pain or discomfort, nausea, and in extreme circumstances may result in a heart attack;
- Falling against, impacting, entanglement or impairment on apparatus, equipment or other natural or man made obstacles (visible or non-visible), or against the ground, floors, walls or other surfaces;
- Contact with participants or other people or injuries arising from their actions;
- My participation and/or use of equipment beyond my own skills and abilities; and
- The use, misuse, failure or malfunctioning of equipment.

Garden Club:

- **Tetanus:** Bacterium can enter through cuts or wounds due to handling thorny plants;
- **Legionnaires' Disease:** Through the use of potting mix if not used carefully, avoiding inhaling airborne particles, wearing gloves, a paper mask and safety glasses;
- **Allergic reactions** to plants which may be poisonous or plants whose sap or hairs can cause skin blistering or burns, soil or manure rashes, breathing difficulties, exposure to airborne micro-organisms including spores, bacteria and fungi that are naturally present in decomposing material or working with garden chemicals;
- **Preparing/Eating Produce:** The risk of illness or death resulting from the consumption of food or produce produced at the garden;
- **Produce:** The risk of loss of produce due to weather conditions, lack of water, hail, snow, insects, deer, mice and other pests;
- Lack of or improper gardening glove types that should protect your hands against cuts, soil, skin irritants, puncture injuries from thorns and bites (insect, snake, spider or rodent);

NOTE: Proper protection which includes closed shoes, gloves, sunscreen and insect repellent are required

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Construction - Community Garden Building Projects:

- Injury from falling objects, debris or materials;
- The use of various building material such as cedar boards, etc.;
- Injuries arising from digging, lifting building material or other related activities etc;

NOTE: Proper equipment appropriate for this activity is required.

I freely accept and fully assume all such risks, dangers and hazards and the possibility of personal injury, death, property damage or loss, resulting therefrom.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of **The Governors of the University of Calgary** permitting my participation in the activity(s) of **Community Garden Club**, I agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS that I have or may have in the future against **The Governors of the University of Calgary** and its members, officers, employees, students, agents, volunteers and independent contractors (all of whom are hereinafter collectively referred to as "the Releasees");

2. TO RELEASE THE RELEASEES from any and all liability for any loss, damage, injury or expense that I may suffer, or that my next of kin may suffer as a result of my participation in the activity(s) of **Community Garden Club** due to any cause whatsoever INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER THE OCCUPIER'S LIABILITY ACT, RSA 2000 c. 0-4 AS AMENDED ON THE PART OF THE RELEASEES;

_____ (Initial here that you have read paragraph 2.)

3. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any damage to the property of, or personal injury to, any third party, resulting from my participation in the activity(s) of **Community Garden Club**; and

4. THAT if I am supplying my own equipment, I am responsible for ensuring that it is safe and well maintained and up to the requisite standards for the activity(s) in which I am participating. I understand that the Releasees accept no responsibility for any incidents or accidents occurring out of the use or misuse of my equipment.

_____ (Initial here that you have read paragraph 4.)

5. This agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives in the event of my death or incapacity.

6. This Waiver shall be governed by and construed in accordance with the laws in force in the province of Alberta and the federal laws of Canada, as applicable. The courts of Alberta shall have exclusive jurisdiction over all claims, disputes and actions arising out of and related to the activity(s) of **Community Garden Club** and this Waiver and the parties hereby attorn to the jurisdiction of Alberta courts.

In entering into this Agreement, I am not relying upon any oral or written representations or statements made by the Releasees, other than what is set forth in this Agreement.

I CONFIRM THAT I AM 18 YEARS OF AGE OR OLDER, THAT I HAVE READ AND UNDERSTAND THIS AGREEMENT AND THAT I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE, WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND ASSIGNS MAY HAVE AGAINST THE RELEASEES.

Signed this _____ day of _____, _____.

SIGNATURE OF PARTICIPANT

WITNESS SIGNATURE (Non Family Member)

WITNESS NAME (please print)

This Agreement must be completed in full, without alteration, signed, dated and witnessed, and paragraphs 2 and 4 must be initialed before the participant may participate in the activity(s).

UCALGARY CAMPUS COMMUNITY GARDEN GUIDELINES AGREEMENT

About the Garden

- The University of Calgary Campus Community Garden is an inclusive place for everyone to share, learn and apply best practices for supporting healthy ecosystems through sustainable agriculture. The garden is a collaborative effort of the Office of Sustainability and the University of Calgary Garden Club.
- There are two ways to participate in the Campus Community Garden:
 1. Join the Garden Club to help maintain communal areas within the garden, plan events, and lead orientation sessions and workshops. Reach out to garden@ucalgary.ca to get involved.
 2. Apply for a plot for yourself or a team. Note: there is a sliding-scale fee implemented for the 2022 year, see below.

Garden User Expectations

- Keep plot and communal areas well maintained throughout the growing season
- Combinations to the locked main gate and tool storage box are to be kept private
- Abide by the Garden Code of Conduct

Plot Information

- Individual plots are 8' x 12.5'.
- There are four raised beds near the front gate which are 4' x 8' and priority for these plots will be given to those with accessibility requirements.
- Plots will be assigned on a first-come, first serve basis and plot holders are not guaranteed more than one plot.
- All Garden users, including visitors, must sign a Liability Waiver before they can work in the garden.
- At the end of the growing season there will be a short window for plot renewals for current gardeners, after which, plot applications will be taken during the spring registration period.

Methods of Payment

- The Garden Club charges a sliding scale fee to rent each plot. This means people can pay by donation based on their financial availability. We recommend donations for each plot start at \$5, with the average cost per plot being \$20.00. If financials are tight for an individual, then the University of Calgary will cover the full cost of the plot rental for the year.
- Plots are available for the public; however, priority will be given to University of Calgary students, faculty, staff and alumni.
- Payment can be provided to the Garden club via these two methods:
 1. Cash donations are accepted by drop off in the garden shed (on the main UCalgary campus)
 2. E-transfer to garden@ucalgary.ca (please be clear if assigning a password to the donations)

Access & Hours

- There are two access gates which are locked with a combination lock. Plot holders and Garden Club members will have the combinations to the gates and the tool storage shed.
- The garden is accessible between 6:00 am and 10:00 pm, seven days a week. Access outside these hours is not permitted.

Parking

- Please refer to the [campus parking map](#).
- Short-term (<15 minutes) loading/unloading is available directly adjacent to the east entrance. Hazard lights must be flashing and the vehicle must be attended while loading/unloading.
- Nearest hourly public parking is available in Lot 53 (southwest of the Community Garden across West Campus Road). No public parking is permitted in Lot 49.
- A limited number of parking passes for Lot 53 will be available to plot holders and club members for purchase during the growing season (April through October) for \$28.00.
- Vehicles are not permitted to park in vegetated/grassed areas.

Watering

- The water supplied to the garden is untreated and is not to be used for drinking.
- Weather dependent, notification will be given regarding the spring startup and winter shutoff of water supply.

Pest control

- Use of synthetic pesticides or other such products that upset the balance of the ecosystem are not permitted.

Academic Use

- Special accommodation may be made for academic use of the Community Garden. Any proposed academic use or research must be reviewed for risks and liability issues and University of Calgary Risk Management consulted. Proposed academic use must satisfy the requirements of all stakeholders prior to approval.

Pets

- Unleashed pets are prohibited in the Community Garden. For those plot holders that bring pets on to the University grounds, please note that they must be leashed, with their owner or handler always and under that person's control. For further information please refer to the [Pets on Campus Policy](#).

Code of Conduct

- Gardeners must sign a liability waiver and attend a walkthrough and orientation before using the receiving garden access.
- Any visitors or guests of plot holders must also sign liability waivers.
- All children 12 and under in the garden must always be supervised by a parent or adult.
- Plot holders will maintain the aesthetics of their plots (no dead plants, piles of refuse, or plants taller than 2 meters; clear lines of sight, etc.). Any proposed structures, large or small, must be reviewed and approved by the Office of Sustainability.
- Gardeners may not harvest produce from plots other than their own, unless they have contributed to them or have permission.
- Gardeners must not leave garden refuse (weeds and unwanted plant material) on pathways, other plots, between plots, or outside the garden area. Garden refuse is to be chopped up and placed in the compost system.
- The last person leaving the garden must ensure that hose bibs are off and the shed and gate are locked.
- Synthetic fertilizers, herbicides, and pesticides or other such products which upset the balance of the ecosystem are not permitted. Only organic soil amendments are permitted (manure is not permitted).
- All gardeners are required to comply with provincial policy on noxious and invasive weeds. See [here](#) for more information.
- Plot Holders' watering should affect their plots only.
- It is not permitted to sell anything grown or prepared in the garden, though donation is allowed.
- If a plot holder is away for an extended period, they will notify a Garden Club executive member or designate someone to care for their plot.
- Plot holders must begin planting by June 1st in order to retain possession of the plot. The plot will be re-assigned after June 1st. Plot holders will harvest and prepare their plot for winter by November 1st (weather dependent).
- Smoking is prohibited in the Community Garden.
- Gardeners must not create a nuisance for others, their plots, the public space, and the University.
- Gardeners must leave communal space in the same state as it was upon their arrival.
- Unleashed pets are prohibited in the Community Garden. Further information on the Pets on Campus Policy is available on the [website](#).

Signature: _____

Date: _____

The information on this form is collected under the authority of the *Freedom of Information and Protection of Privacy Act*. It is required to register you as a Member/Plot Holder of the University of Calgary Community Garden and will be used to contact you regarding Garden updates and information. If you have questions about the use of this information, contact the Manager, Engagement in the Office of Sustainability at the University of Calgary, PP101, 2500 University Dr. NW, Calgary, AB T2N 1N4 or (403) 220-464