



2018 Osborn MetroPark Community Gardens Application

Welcome to the 2018 Community Garden Program at Osborn MetroPark. Here are some items for your consideration about the Community Garden Program:

1. Garden plot application and \$10.00 fee are due at registration; payable by Cash, Check (Made out to Erie MetroParks), Visa or MasterCard. Fees are nonrefundable.
2. You will be notified after April 15, of a garden plot number. You may be assigned any garden plot, regardless of your assignment in previous years.
3. Weather permitting gardens will be ready by the first full weekend in May.
4. Any gardens that are not planted by May 31, 2018 may be assigned to someone on the waiting list.
5. We encourage you not to use herbicides as we wish to promote organic gardening. If you will be using mulch paper, please make sure it is biodegradable-no plastic.
6. All gardens are expected to have a well maintained appearance. If gardens are not kept up, there will be one warning before the garden is mowed over. This may jeopardize your obtaining a garden in future years.
7. Personal garden property such as stakes, cages, mulch paper, etc. must be removed from your garden plot by October 01, 2018.

Printed Name: _____

Signature: _____

Email Address: _____ Phone #: _____

Application Number _____ / 40

For Office Use Only

Erie MetroParks Waiver

3910 Perkins Avenue
Huron, Ohio 44839-1059
www.eriemetroparks.org

Telephone 419-625-7783 ext 221
Fax 419-621-4217
DiscoverIt@eriemetroparks.org

AGREEMENT

Release and Waiver: In consideration for the advance reservation of the specific date(s) and my permitted use of, Erie MetroParks (EMP)'s property, facilities, staff, equipment and services on such date(s), I, for myself, my heirs, personal representatives, agents and assigns, do hereby fully release, waive, discharge, and covenant not to sue EMP, its directors, officers, employees, and agents, from liability for any and all claims, including the negligence of the park district, its employees, agents and representatives, for personal injury, accidents or illnesses (including death), and property loss arising from, but not limited to, participation in the activities, classes, observation, and any other use of EMP property as described on or referred to in my reservation.

ASSUMPTION OF RISKS: I understand and accept the fact that the use of EMP property, facilities, staff, equipment, and/or services carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. EMP has facilities for, and provides for, activities such as social or recreational events, clinics, classes, and other programs. Some of these involve situations, environments, or activities that may lead to accident, injury, illness, and/or psychological stress, or other damage.

The specific risks vary from one activity to another, but such risks can range from: (1) minor injuries such as scratches, bruises, sprains, skin rashes, and embarrassment; (2) major injuries such as joint or back injuries, heart attacks, head injuries, and psychological trauma; (3) catastrophic injuries including paralysis and death. I understand and accept these risks. I further understand that the EMP facility and property that I am reserving is or may be located in a rural or remote area, and therefore not easily or immediately accessible by medical or emergency personnel and services, and I assume the risk of not having those services readily available in the event of an unexpected emergency. I have also communicated, or will communicate prior to entry on EMP property, these risks to all of my guests, and I will not permit my guests to use EMP property, facilities, staff, equipment, and/or services unless my guests also understand and accept such risks.

I HAVE READ THE PREVIOUS PARAGRAPHS AND I KNOW, UNDERSTAND AND APPRECIATE THESE AND OTHER RISKS THAT ARE INHERENT IN THE ACTIVITIES INVOLVED IN OR RELATED TO MY USE OF THE EMP FACILITIES RESERVED. I HEREBY ASSERT THAT MY PARTICIPATION IN SUCH ACTIVITIES ON EMP PROPERTY IS VOLUNTARY, AND I KNOWINGLY ASSUME ALL SUCH RISKS.

INDEMNIFICATION AND HOLD HARMLESS: I also agree to INDEMNIFY AND HOLD HARMLESS: EMP and its directors, officers, employees, and agents, from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney fees, brought as a result of my participation in my activities at or with EMP, and to reimburse them from any such expenses incurred.

SEVERABILITY: The undersigned further expressly agrees that this Agreement is intended to be as broad and inclusive as is permitted by the law of the State of Ohio, and that if any portion thereof is held invalid, the balance of this Agreement shall, notwithstanding, continue in full legal force and effect.

ACKNOWLEDGMENT OF UNDERSTANDING/SIGNATURE: I have read this entire Agreement, and I fully understand its terms. I understand that I am giving up substantial rights, including the right to sue. I acknowledge that by reserving the EMP's property, services and facilities by electronic submittal of my reservation, that I intend this Agreement shall be a complete and unconditional release of all liability to the greatest extent allowed by law, as if I had personally hand-signed this Agreement.

NOTICE: ELECTRONIC SUBMITTAL OF THIS AGREEMENT AND RESERVATION CONSTITUTES MY SIGNATURE ON THIS DOCUMENT

Signature: _____ Date: _____