



# 2019 Osborn MetroPark Community Gardens Application

Welcome to the 2019 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, 2019 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 properties such as stakes, cages, mulch paper, etc. must be removed from your garden plot by October 01, 2019.

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Email Address: \_\_\_\_\_ Phone #: \_\_\_\_\_

Application Number \_\_\_\_\_ / 40

For Office Use Only

# Erie MetroParks Waiver

3910 Perkins Avenue  
Huron, Ohio 44839-1059  
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Telephone 419-625-7783 ext 221  
Fax 419-621-4217  
behere@eriemetroparks.org

## AGREEMENT

**AGREEMENT-RELEASE and WAIVER:** In consideration for the advance reservation of the specific date(s) and my permitted use of, Erie MetroParks' ("EMP") 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, volunteers and agents from liability for any and all claims, including the negligence of EMP, its employees, volunteers, directors, 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. I understand that visual recordings may be taken and used for publicity purpose and expect no compensation should the visual recording be utilized.

**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 risk 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. I freely accept the facilities, equipment and/or other services being provided by EMP in their "as-is" condition, without any warranties of fitness or representations as to condition or suitability for use.

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 the entry of EMP property, these risk 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 acknowledge, understand and agree that the contemplated activities which I am planning on taking part in involve a degree of physical exertion and require a certain level of fitness. I knowingly assume all risks associated with my participation in the contemplated activities.

EMP does not and shall not discriminate against any individual with regard to participation in its programs and/or activities on the basis of race, color, religion (creed), gender, gender expression, age, national origin (ancestry), disability, marital status, sexual orientation or military status.

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. BY REGISTERING IN THIS ACTIVITY, I HEREBY ASSERT THAT MY PARTICIPATION IN SUCH ACTIVITIES ON EMP PROPERTY IS VOLUNTARY, AND I KNOWINGLY ASSUME ALL SUCH RISKS.

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

Signature: \_\_\_\_\_ Date: \_\_\_\_\_