



JUNIOR LEAGUE OF
BOCA RATON

**BOCA RATON COMMUNITY GARDEN
MEMBER AGREEMENT AND CONTRACT
2023-2024 Growing Year**

As an accepted member of the Boca Raton Community Garden (“BCRG”), I agree to the following terms and conditions. Failure to follow such terms and conditions may result in garden privileges being revoked and/or plots being reassigned.

1. Gardeners must each complete a Release of Liability and Assumption of Risk (“Release”) prior to commencing any work in the garden.
2. GARDENERS MUST AGREE TO FOLLOW THE GARDEN RULES AS OUTLINED IN THE BCRG HANDBOOK, SUBJECT TO ANY ADDITIONAL INFORMATION, RULES OR REGULATIONS THAT MAY BE ADDED DURING THE BCRG GROWING YEAR BY THE BRCG COMMITTEE GARDEN CHAIR(S).
3. Gardeners must take custody of their assigned plot before September 15, 2023. Plots must be cultivated and planted by October 15, 2023.
4. Gardeners’ plants must stay within their assigned plot area and may not encroach on another Gardener’s plot or the common areas.
5. Members must keep their plots and paths around their area weed free and mulched to protect adjacent plots and maintain the health and appearance of BCRG.
6. Junior League of Boca Raton (“JLBR”) reserves the right to redistribute ownership of unmaintained or neglected/abandoned plots with fourteen (14) days’ notice.
7. Gardeners agree to donate 10% of their bounty to approved community partner beneficiaries, which such beneficiaries will be identified at the discretion of JLBR. Please see the donation policy portion of the BRCG Handbook for more information.
8. Garden plots must be cleared and left in good condition at the end of the growing season no later than June 1, 2024, provided, however, that if the gardener will cultivate summer crops, then such plots shall be cleared no later than August 1, 2024.

9. Renewals of garden plots will be between August 1, 2023 through August 30, 2023. Garden plots not renewed by September 15, 2023 will automatically be available for a new lease to another gardener. (Renewals can be paid online at JLBR.org. Gardeners must sign a new Release and Member Contract prior to working in BRCG.)
10. Gardeners must practice responsible water use including, but not limited to, addressing leaking pipes/valves, hoses, etc. and over watering issues in the event of copious rainfall.
11. Gardeners are responsible for their own waste removal. Please use the provided trash receptacles.
12. Gardeners cannot transfer their plot lease to another party; all rentals must go through JLBR.
13. In the event of an official named Hurricane or Tropical Storm, BRCG Gardeners must clear all non-organic materials from their plots at least 48 hours prior to projected landfall, including but not limited to, hoses, timers, pots, garden tools/equipment, ornaments, stakes etc.
14. Gardeners agree to follow current CDC guidelines while in the BRCG.

Garden Rules

1. BRCG is organic. The use of commercial pesticides and herbicides is prohibited. Gardeners must agree to abide by organic practices, as set out by the master gardener.
2. Pets are not allowed on the BRCG premises, with the exception of service animals.
3. Drugs, alcohol, weapons, and illegal substances are strictly prohibited.
4. Structures or trees/plantings within garden plots should not exceed 6 feet in height. The structures must be safe and architecturally sound. Perimeter fences around plots are not permitted. Scrap construction materials are prohibited.
5. Children must be accompanied by an adult at all times at the BRCG.
6. Skateboards, rollerblades, bicycles, and motorized vehicles are prohibited.
7. Garden hours are Monday through Saturday from 8:00 AM to 7:00 PM, and Sunday from 8:00 AM to Sunset.

I acknowledge that my failure to adhere to the above conditions may result in BRCG privileges being revoked. Monetary refunds and/or garden plots being reassigned will be at the sole discretion of JLBR.

Print Name: _____
Signature: _____
Date: _____
Plot Number: _____



RELEASE OF LIABILITY AND ASSUMPTION OF RISK (BOCA RATON COMMUNITY GARDEN)

The individual named below (referred to as “I” or “me”) desires to participate in the Boca Raton Community Garden (“BRCG” and such activity, the “Activity”) provided by the Junior League of Boca Raton (the “JLBR”). In consideration of being permitted by JLBR to participate in the Activity, the intangible value that I will gain by participating in the Activity, and in recognition of the JLBR’S reliance hereon, I agree to all the terms and conditions set forth in this instrument (this “Release”).

I AM AWARE AND UNDERSTAND THAT THE ACTIVITY IS A POTENTIALLY DANGEROUS ACTIVITY AND INVOLVES THE RISK OF SERIOUS INJURY, DISABILITY, DEATH, AND/OR PROPERTY DAMAGE (INCLUDING DAMAGE TO MY PERSONAL PROPERTY). I ACKNOWLEDGE THAT ANY INJURIES THAT I SUSTAIN MAY RESULT FROM OR BE COMPOUNDED BY THE ACTIONS, OMISSIONS, OR NEGLIGENCE OF JLBR, INCLUDING NEGLIGENT EMERGENCY RESPONSE OR RESCUE OPERATIONS OF JLBR. NOTWITHSTANDING THE RISK, I ACKNOWLEDGE THAT I AM VOLUNTARILY PARTICIPATING IN THE ACTIVITY WITH KNOWLEDGE OF THE DANGER INVOLVED AND HEREBY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY, DISABILITY, DEATH, AND/OR PROPERTY DAMAGE (INCLUDING DAMAGE TO MY PERSONAL PROPERTY) ARISING FROM THE ACTIVITY, WHETHER CAUSED BY THE ORDINARY NEGLIGENCE OF THE JLBR, ANY OF THE RELEASEES (DEFINED BELOW) OR OTHERWISE.

I hereby expressly waive and release any and all claims, now known or hereafter known, against JLBR, and its committees (including, without limitation, the BRCG Garden Committee), committee members, volunteers, the Garden Coordinator, officers, directors, manager(s), employees, agents, affiliates, members, successors, and assigns (collectively, “Releasees”), on account of injury, disability, death, or property damage (including damage to my personal property) arising out of or attributable to the Activity (including, without limitation my participation in the Activity, or revocation of my permission by the JLBR to participate in the Activity), whether arising out of the ordinary negligence of the JLBR or any Releasees or otherwise. I covenant not to make or bring any such claim against the JLBR or any other Releasee, and forever release and discharge the JLBR and all other Releasees from liability under such claims.

I shall defend, indemnify, and hold harmless the JLBR and all other Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorney fees, fees, the costs of enforcing any right to indemnification under this Release, and the cost of pursuing any insurance providers, arising out or resulting

from any claim of a third party related to the Activity (including, my participation in the Activity), including any claim related to my own negligence or the ordinary negligence of the JLBR.

I hereby consent to receive medical treatment deemed necessary if I am injured or require medical attention during my participation in the Activity. I understand and agree that I am solely responsible for all costs related to such medical treatment and any related medical transportation and/or evacuation. I hereby release, forever discharge, and hold harmless the JLBR from any claim based on such treatment or other medical services.

I expressly acknowledge that my permission to participate in the Activity is freely revocable by the JLBR (at any time) and in view of such fact, I expressly assume the risk of making any expenditure in connection with this permission, even if such expenditures are substantial. For the avoidance of doubt, I hereby expressly waive and release any and all claims against the JLBR for reimbursement of any expenses incurred by me in the connection with any revocation of my permission to participate in the Activity.

This Release constitutes the sole and entire agreement of the JLBR and me with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Release is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Release or invalidate or render unenforceable such term or provision in any other jurisdiction. This Release is binding on and shall inure to the benefit of the JLBR and me and their respective successors and assigns. All matters arising out of or relating to this Release shall be governed by and construed in accordance with the internal laws of the State of Florida without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction). Any claim or cause of action arising under this Release may be brought only in the federal and state courts located in Palm Beach, County, Florida and I hereby consent to the exclusive jurisdiction of such courts.

[SIGNATURE PAGE FOLLOWS]

BY SIGNING, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS RELEASE AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE JLBR.

Signed:

Printed Name:

Address:

Date: _____

Plot Number: _____

I am the parent or legal guardian of the minor named above. I have the legal right to consent to and, by signing below, I hereby do consent to the terms and conditions of this Release of Liability.

Signed:

Printed Name of Parent or Legal Guardian:

Address:

Date: _____

Plot Number: _____

