

Simple Gifts Community Garden Membership Form

Please check one: <input type="checkbox"/> New member <input type="checkbox"/> Renewal
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Last name:

Member names:

Address: Phone:

Email address:

Check all appropriate items:

- I am a member of Apex UMC.
- I am a member of another local church (does not affect membership, but we would like to know where you attend):
- I do not attend church (does not affect membership).
- I'm an expert gardener.
- This is my first year at a community garden.
- I have gardened before at (where?); for how long?
.....
- I would like to join Simple Gift Community Garden and agree to abide by our community-minded conduct and garden responsibilities listed on next page.
- I have no plans to regularly work in the garden or share of the harvest but I would like to offer my financial support to the mission, please accept my sponsor/donation amount below.
- I have signed and completed the waiver form
- I have an allergy (i.e. bee stings) or medical condition that may need to be monitored while at the garden. (Please describe).....
.....

Membership fee: \$10 per family

Donation: _____

Sponsor only: _____ Total amount: _____

Check number (Make check payable to Apex UMC)

Simple Gifts Community Garden leadership team is entirely staffed and organized by community volunteers and we're always looking for more volunteers to help build a dynamic team. If you would like to get involved, please let us know where your interests may be.....
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Please return this membership form, a check for \$10 and the completed General Release waiver to Carolyn Gill at 111 Bergeron Way, Cary NC 27519 or drop off at the Apex UMC office, 204 Olive St., Apex NC or at the garden.

If you have questions, please contact:

Co-chairs Fred D'Ignazio, 919-244-7601 fred.dignazio@gmail.com

Anne Harrison, 919-616-6659 anneh@nc.rr.com

Membership Carolyn Gill, 919-924-2039 cgill7@nc.rr.com

Community-Minded Conduct

1. Keep away from the pond! Be mindful of children and make sure they stay away from the pond as well; if you see children near the pond please alert their parents, a garden attendant or call the children away.
2. Simple Gifts is an organic garden; please respect this and refrain from using any chemical products.
3. Produce may only be harvested on regular community work days – **please see garden website (www.simplegiftsgarden.org) or garden bulletin board for current schedule.**
4. Always make sure that produce is ripe before picking and please only take what you or your family will eat. We share the fruit of our labors and will also harvest for local food banks.
5. Tools and supplies are available for all gardeners. Please be sure that you and any children you are supervising clean and return tools to the proper storage area when finished working. Tools and supplies may not be removed from the property.
6. No pets are allowed in the garden area.
7. Parents/caretakers please ensure that children understand and follow all rules. Children under the age of sixteen may not be in the garden without having a parent or caretaker in the garden and must have a waiver on file. Children under the age of 18 are not allowed in the shed loft (second floor) without their parent.
8. Kitchen compost may be dropped off by garden members anytime during daylight hours. Otherwise, only members of the garden leadership team can be at the garden on non-workdays and only for garden maintenance and upkeep. (All WWCM food bank harvesting should be reported to whoever is tracking our donations.)
9. Under some circumstances there may be garden projects that can be completed away from the garden by participants needing additional service hours. Persons should contact a garden team member for referral.

Fulfilling Your Community Garden Responsibilities

1. Each member is required to pay annual dues of \$10 per household.
2. There are several leadership team meetings per year, the dates and locations will be posted at the garden and emailed to the current membership. These meetings are your opportunities to learn about Simple Gift's activities, participate in key decision-making, and make your voice heard.
3. Our garden's ability to thrive – and succeed in carrying out our mission – depends on the active, ongoing involvement of our members. Therefore, all members are encouraged to help with group garden projects as needed. Specific tasks include seasonal projects, construction projects, and overall maintenance. Projects will be posted at the garden and emailed to the current membership. These types of projects are opportunities to meet your fellow members, learn new gardening skills, and maintain the garden for the community.
4. This is a community garden – please respect our neighbors and the neighborhood. Let's work with each other to assure the continued growth of the garden, the community and ourselves.



RELEASE AND WAIVER OF LIABILITY
ASSUMPTION OF RISK AND INDEMNITY
AND PARENTAL CONSENT AGREEMENT

SIMPLE GIFTS COMMUNITY GARDEN
APEX UNITED METHODIST CHURCH

In consideration of being permitted to participate in any way at the Simple Gifts Community Garden, I, for myself and for my personal representatives, assigns, heirs and next of kin:

1. Acknowledge, agree and represent that I understand the nature of outdoor gardening and that I am qualified, in good health, and in proper physical condition to participate in the Simple Gifts Community Garden.
2. Fully understand that participating in the Simple Gifts Community Garden involves risks that could possibly result in bodily injury to me; that these risks and dangers may be caused by my own actions or inactions, the actions or inactions of others participating in the Simple Gifts Community Garden, the conditions under which such participation takes place or the negligence of the owners/operators of the Simple Gifts Community Garden; and that there may be other risks either not known to me or not readily foreseeable at this time.
3. Fully accept and assume all such risks and responsibility for losses, costs and/or damages that I may incur as a result of my participation, or/or the participation of the minor specified below, in the Simple Gifts Community Garden.
4. Hereby RELEASE, DISCHARGE AND COVENANT NOT TO SUE the owner of the property on which the Simple Gifts Community Garden is located; such owner's administrators, agents, employees or personal representatives; any administrators, directors, officers, agents, members, employees, volunteers or any other persons affiliated with Apex UMC or The United Methodist Church, including all of its various divisions; any other participants at the Simple Gifts Community Garden, any sponsors, advertisers and, if applicable, any lessors of the property on which the Simple Gifts Community Garden is located (herein collectively referred to as "Releasees"), FROM ANY AND ALL LIABILITY, CLAIMS, DEMANDS, LOSSES OR DAMAGES ON MY ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE ABOVE RELEASEES OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS, AND I FURTHER AGREE that if, despite this WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, I or anyone on my behalf makes a claim against any of the Releasees, I WILL INDEMNIFY, SAVE AND HOLD HARMLESS EACH OF THE RELEASEES from any litigation expense, attorneys' fee, loss, liability, damage or cost which may be incurred as a result of such claim.

I have read this agreement, fully understand its terms, understand that I have given up substantial rights by signing it and have signed it freely and without inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this agreement is held to be invalid, the balance shall nonetheless continue in full force and effect.

Printed name of Participant: _____ DOB: _____
Address: _____ City: _____ ZIP _____
Phone: _____ E-mail: _____
Participant's Signature (18 and over) _____
Date: _____

I have read this agreement, fully understand its terms, understand that I have given up substantial rights by signing it and have signed it freely and without inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this agreement is held to be invalid, the balance shall nonetheless continue in full force and effect.

Printed name of Participant: _____ DOB: _____
Address: _____ City: _____ ZIP _____
Phone: _____ E-mail: _____
Participant's Signature (18 and over) _____
Date: _____

MINOR RELEASE

And I, the Minor's Parent and/or Legal Guardian, understand the nature of participating in outdoor gardening and the Minor's experience and capabilities, and believe the Minor to be qualified, in good health, and in proper physical condition to participate in the Simple Gifts Community Garden. I hereby release, discharge, covenant not to sue and agree to indemnify and save and hold harmless each of the Releasees from all liability claims, demands, losses, or damages on the Minor's account caused or alleged to be caused in whole or in part by the negligence of the Releasees or otherwise, including negligent rescue operations and further agree that if, despite this Release, I, the Minor, or anyone of the Minor's behalf makes a claim against any of the Releasees named above, I will indemnify, save and hold harmless each of the Releasees from any litigation expense, attorneys' fee, loss, liability, damage or cost which may be incurred as the result of such claim.

I hereby give my permission for myself/my child to be photographed, videotaped and/or audiotaped during activities at the Simple Gifts Community Garden. I further give permission for such materials to be used in print or broadcast media as deemed appropriate by Apex UMC.

Printed Name of Minor: _____ DOB: _____
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Printed Name of Minor: _____ DOB: _____
Address: _____ City: _____ ZIP _____
Parent/Guardian Signature: _____ Date: _____
Emergency Contact: _____ Phone: _____