

# TEQUESQUITE COMMUNITY GARDEN CHARTER MEMBERSHIP AGREEMENT

The Tequesquite Community Garden is scheduled to open in Summer 2013. A group of local residents has been working over the past year to develop a garden design, bylaws, and rules for the garden. We are excited to now offer to the community, for the first time, "charter membership" in the garden!

Charter Members are considered "non-plot holders" under the Tequesquite Community Garden Bylaws (since we have no plots yet to offer!). Members will be asked to elect an Executive Board to manage the garden. Initial dues for Charter Members are **\$10.00** which grants full membership through August 31, 2013. Funds will be used to offset costs associated with the Tequesquite Community Garden becoming a 501(c)(3) non-profit organization, which will assist with future fundraising efforts. Charter Members who live or work in the City of Riverside will be the first offered the option to sign up as a plot holder, in the same order that they became members. Payment of a separate plot fee will be required.

**Full Name:** \_\_\_\_\_

**Residence Address:** \_\_\_\_\_

**Mailing Address (if different):** \_\_\_\_\_

**Phone (weekday):** \_\_\_\_\_ **(evening/weekend):** \_\_\_\_\_

**Email:** \_\_\_\_\_ **Interested in a Plot? Yes** \_\_\_ **No** \_\_\_

**Please mark the areas in which you would be interested and willing to help:**

___ Measuring/Marking Plots	___ Path Construction	___ Initial Plantings
___ Soil Preparation	___ Site/Path Maintenance	___ Construction Projects
___ Executive Board Member	___ Social Event Planning	___ Fundraising

I agree to abide by the Bylaws and Rules as well as the City of Riverside's Garden Agreement.

I understand that by my voluntary participation in activities at the Tequesquite Community Garden and those related to it, there are risks of physical injury to my person or property, loss of property as well as risks due to the active or passive negligent conduct of Garden officers, members, myself or others. I assume full responsibility for any risk of bodily injury, death or property damage or loss incurred by myself or any of my guests in connection with my activities from any cause whatsoever.

I agree to indemnify, hold the Tequesquite Community Garden, its Officers, Executive Board members, agents, volunteers and membership harmless and forever release from any and all liability, loss, damage or injury caused by or arising from their actions, omissions or any negligence or those of others, including myself. I further agree to give up my right to sue them for any and all property damage or loss, personal injury or wrongful death resulting from their actions, omissions or negligence, my own negligence, or the negligence of others. My signature on this document will also prevent my heirs, assigns, representatives, legal guardians or any person who may sue on my behalf from suing as well.

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

Dues Received: \$ \_\_\_\_\_ By \_\_\_\_\_ Date: \_\_\_\_\_ City Liability:

Please make checks payable to "*Tequesquite Community Garden*"

Please **PRINT**, **PAY**, and **POST** to the following address: **4342 Elmwood Ct, Riverside, CA 92506**

For more information, visit [woodstreetsgreenteam.org](http://woodstreetsgreenteam.org), call 951-369-5223, or email [gardenmembership23@yahoo.com](mailto:gardenmembership23@yahoo.com)



City of Arts & Innovation

# CITY OF RIVERSIDE AGREEMENT TO RELEASE ALL LIABILITY

## BY SIGNING THIS DOCUMENT YOU ARE GIVING UP YOUR RIGHT TO SUE

ACTIVITY: Tequesquite Community Garden

DATE OF ACTIVITY: November 2012 through August 31, 2013

I understand that I am in no way required to participate in the above named activity and that my participation is voluntary.

I understand that I must sign this release of liability if I would like to participate in the above named activity.

I understand that the City of Riverside is permitted by law to require me to sign this release of liability before permitting me to participate in the above named activity.

I understand that by signing this document I am forever agreeing to indemnify and hold the City of Riverside and its employees, officers, managers, agents and council members harmless from any and all liability, loss or damaged caused by or arising from their negligence, or those of others, including myself.

I understand that I am agreeing to forever release from liability the City of Riverside and its employees, officers, managers, agents, and council members and further agree to give up my right to sue them for any and all property damage, personal injury or wrongful death resulting from their negligence, my own negligence, or the negligence of others. My signature on this document will also prevent my heirs, assigns, representatives, legal guardians, or any person who may sue on my behalf, from suing as well.

I understand that by participating in this activity, there are risks of physical injury to my person or property, as well as risks due to the negligent conduct of the City and its employees, myself, or others, involved with the above named activity. By voluntarily participating in the above named activity I understand the risks of injury to my person and property and am assuming the risk of such.

**Please be advised that all participants involved in any department programs or events are subject to being photographed. Such photographs may be used by the City of Riverside without an obligation to provide compensation to those photographed.**

PARTICIPANT'S NAME (print): \_\_\_\_\_

PARENT/GUARDIAN'S NAME (print): \_\_\_\_\_  
(Required if participant is a minor.)

PARTICIPANT'S OR PARENT/GUARDIAN'S SIGNATURE:

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

**PARENTS/GUARDIANS:** I declare under penalty of perjury that I am the parent/guardian of the minor. I have authority to enter into this agreement on behalf of the minor. I agree to be bound by its terms [if participant is a minor].