

**GREENER OCONOMOWOC**

**OCONOMOWOC COMMUNITY GARDEN 2019 RESERVATION FORM**

Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Home Phone \_\_\_\_\_ Cell Phone \_\_\_\_\_

E-Mail Address \_\_\_\_\_

Please circle the number of 10-foot by 10-foot garden plots you are requesting at \$25.00 per plot. Two plots is the maximum number of plots a household is able to rent before June 15, 2019.

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Please mail or drop off the completed and signed reservation form, signed Waiver and Release of Liability form, and check made payable to Greener Oconomowoc to the City of Oconomowoc Parks, Recreation & Forestry Department at 220 W. Wisconsin Avenue, Oconomowoc, WI. 53066.

A member of Greener Oconomowoc will contact you regarding the availability of a plot. If a plot is available, you would be assigned a plot number. If a plot is not available, you will be placed on a waiting list and your check will be returned to you.

**Rules & Regulations Agreement**

I have reviewed, understand, and agree to abide by the City of Oconomowoc and Greener Oconomowoc's rules/guidelines to use the Oconomowoc Community Gardens. I understand the use of the garden may be terminated if the rules/guidelines are not adhered to.

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**Signature**

**Date**

## **Greener Oconomowoc**

### **Community Garden Waiver and Release of Liability and Indemnity Agreement**

In consideration of being permitted to enroll and participate in the Community Garden program to be conducted on City of Oconomowoc premises, and to accept City services and attend said program for any purpose, including but not limited to observation or use of facilities or equipment, or participation in said program, without respect to location, the undersigned, for himself/herself and any personal representatives, heirs and next of kin, hereby acknowledges, agrees and represents that he/she has, or immediately upon entering or participating will inspect and carefully consider such premises and facilities and the program. It is further warranted that such entry onto and into the City of Oconomowoc premises for observation or use of City facilities or equipment or participation in such program constitutes an acknowledgment that such premises and all facilities and equipment thereon or affiliated programs have been inspected and carefully considered, and that the undersigned finds and accepts the same as being safe and reasonably suited for the purpose of such observation, use or participation.

In further consideration of being permitted to participate in the aforementioned program for any purpose, including but not limited to observation or use of facilities or equipment, or participation in any program affiliated with the aforementioned program, without respect to location, the undersigned hereby agrees to the following:

1. The undersigned hereby releases, waives, discharges, and covenants not to sue Greener Oconomowoc or the City of Oconomowoc, its officers, employees and agents (hereinafter referred to as "Releasees") from all liability to the undersigned, his/her personal representatives, assigns, heirs and next of kin for any loss or damage and any claims or demands therefore on account of injury to the person or property or resulting in the death of the undersigned, whether caused by the negligence of Releasees or otherwise while the undersigned is in, upon or about the premises or any facilities or equipment therein, or participating in any program affiliated with the City without respect to location.
2. The undersigned hereby agrees to indemnify and save and hold harmless the Releasees and each of them from any loss, liability, damage or cost they may incur due to the presence of the undersigned in, upon or about the City premises or in any way observing or using any facilities or equipment of the City or participating in any program affiliated with the City, whether caused by the negligence of the Releasees or otherwise.
3. The undersigned hereby assumes full responsibility for and risk of bodily injury, death or property damage due to negligence of Releasees or otherwise while in, about or upon the premises of the City and/or while using the premises or any facilities or equipment thereon, or participating in any program affiliated with the City program.

The undersigned further expressly agrees that the foregoing release, waiver and indemnity agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Wisconsin, and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

The undersigned has read and voluntarily signed the release and waiver of liability and indemnity agreement and further agrees that no oral representations, statements or inducement apart from the foregoing written agreement have been made.

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**Signature**

**Date**