



APPLICATION AND AGREEMENT TO ABIDE BY GARDENING RULES AND PERMISSION GIVEN TO PARTICIPATE IN THE "CHILDREN'S GARDEN"

I, _____ give permission for my child/children listed below to participate in the gardening classes being offered at Lanier Community Garden, located at 2547 Buford Dam Road, Buford, GA 30518 on the adjacent property directly next door to the Gwinnett County Lanier Water Filter Plant:

_____ Name of Child	_____ Grade	_____ Age
_____ Name of Child	_____ Grade	_____ Age
_____ Name of Child	_____ Grade	_____ Age

Street Address: _____

City: _____ County: _____, GA

Emergency Contact Phone Name and Number: _____

Has your child had any experience in gardening? _____

This class will teach the basic course on how to grow, care and harvest vegetables by organic methods.

I understand it will be my obligation to provide transportation to and from the garden site at the designated times for the classes and to stay on-site during the classes, which will begin on June 5th and continue each week throughout the gardening season ending when the crops have been harvested.

My child will be dressed in appropriate attire suitable for outdoor gardening including a hat, shoes (no open toe sandals) and garden gloves. All other tools, plants and vegetable seeds, etc. will be provided. No pets are permitted on the premises and children are not permitted to enter other garden plots without permission from instructors.

Parents must also sign the County's "General Release of all Claims" document attached.

PRINT PARENT/GUARDIAN'S NAME: _____

PARENT/GUARDIAN'S SIGNATURE: _____ DATE: _____

Turn in the application at the first class session.

----- FOR OFFICE USE ONLY -----

Date Received

GENERAL RELEASE OF ALL CLAIMS

This General Release of All Claims (hereinafter referred to as "Release") is made on this ____ day of _____ the year _____, by _____, for
Month Year Name of Parent/Guardian

Name(s) of Child or Children

hereinafter referred to as a "Gardener", a natural person, who, in consideration for performance of the undertakings set forth in Paragraph 1 of this Release hereby agrees to release Gwinnett County, a body corporate and politic and a political subdivision of the State of Georgia, for liability for all claims, as follows:

1.

- A. The County of Gwinnett owns land known as the Lanier Filter Plant, located on 2601 Buford Dam Road in Buford, Georgia, and has set aside a certain tract of that land for use as a community garden, (hereinafter referred to as the "Community Garden");
- B. The County will make land within the Community Garden available free of charge to citizens who wish to avail themselves of the opportunity to have a seasonal garden, subject to a first come, first served policy and the availability of land with the Community Garden;
- C. The County will provide water for the Community Garden at a site convenient to the garden plot and may provide a storage shed at no cost to the people who use the Community Garden. However, the County shall have no liability for loss or damage to any equipment or supplies that may be brought onto the Community Garden property, and;
- D. A person's signature on this Release will authorize his/her entry, as well as their children onto the Community Garden property.

2.

Parent/Guardian shall be responsible for transportation to and from the garden for their child/children on a timely manner and abide by all garden rules. Parent/Guardian shall be responsible for the child/children's behavior at all times. Should the instructor determine that a child's behavior is not appropriate, the instructor will ask the parent/guardian to remove child for that class session.

3.

THEREFORE, for and in consideration of action by the County to make the Community Garden available to _____, does hereby agree for himself/herself and for his/her heirs, successors and assigns, now and forever, to fully and finally, release, acquit, indemnify and defend and discharge the County, and each and every one of the County's agents, officers, employees; Community Garden officers, members, and Children's Garden class instructors; and all others directly and indirectly liable from any and all claims and demands, whatsoever in law or in equity, and from any and all actions and causes of action, damages, claims for injuries, both known and unknown, including future litigation costs, expenses and compensation on account of, or in any way growing out of any and all known and unknown damages resulting from or relating to the Community Garden.

4.

This Agreement contains the entire agreement between the Parties. No promise inducement or representation other than herein set forth has been made, and the terms of this Agreement are contractual and not a mere recital.

5.

Venue to enforce this Agreement shall be only in the Superior Court of Gwinnett County, Georgia. Any and all defenses to venue are hereby waived. The law of the State of Georgia shall control interpretation of this Agreement.

6.

Each of the undersigned hereby certifies that he or she is over the age of eighteen (18) and suffering under no legal disability and holds the county harmless of any injuries occurring on county property while their child / children are participating in group gardening activities specifically design for the Gwinnett Children's Garden.

7.

It is further agreed that the undersigned have fully and completely read the Agreement in its entirety, and that each signed this document at their own free act. It is further understood by the undersigned that this is a legal document and that they have a right to obtain legal counsel, at their own expense, before signing.

SIGNATURE OF PARENT/GUARDIAN FOR MINORS

DATE