



# HAWAIKI TOWER

## GARDEN PLOT AUTHORIZATION AND INDEMNIFICATION AGREEMENT

I, the undersigned resident of apartment number \_\_\_\_\_, as inducement for and in consideration of the agreement by the AOA of Hawaiki Tower, Inc. (HT) that I take part in the Pilot Garden Plot Program do hereby, for myself, my heirs, personal representatives, administrators and assigns, RELEASE and forever DISCHARGE HT and its respective directors, officers, employees, owners, agents, lessees of premises used, other participants and any persons in the garden area, (collectively the "Released Parties"), from any and all claims of liability for personal injury, including death, to me and RELEASE and forever DISCHARGE the Released Parties from any and all claims for damage to my property, whether caused by the negligence of the Released Parties or otherwise while the undersigned is in or upon the gardening area.

I acknowledge and agree that preparation for and participation in the Pilot Garden Plot Program may be dangerous and involve the risk of serious personal injury, including death and/or damage to property and I assume full responsibility for and risk of such personal injury. I certify that I am physically fit and have sufficiently trained and prepared for the work involved and that my physical condition has been verified by a licensed medical doctor.

This Release is intended to be as broad and inclusive as permitted by law, and if any portion thereof is held invalid, the balance shall continue in full legal force and effect. This Release shall be binding on my heirs, personal representatives, administrators and assigns.

I will assume the cost of defense, including attorney's fees, and defend HT and its board, officers, agents, employees, insurers and their successors, and assigns, against any and all disputes, claims, actions, liabilities, injuries and damages of whatsoever nature, related to, resulting from, or in any way connected to my participation in the Pilot Garden Plot Program by myself or my guests and family members.

If I fail to comply with any of the above agreements, I will reimburse HT for all fees and costs incurred in enforcing those agreements, including attorney's fees.

I acknowledge that this agreement expresses the entire agreement between me and HT and that neither HT nor anyone representing HT is authorized to waive anything stated in this agreement or to change its terms.

I have read, fully understand and voluntarily sign this waiver and release form and abide by the rules as set forth in the attached Exhibit A.

Participant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

# EXHIBIT A

Before beginning to prepare the soil:

1. Each gardener shall meet with the Resident Manager and be assigned a plot.
2. Each gardener shall draw a plan of their garden and discuss this with the Resident Manager.
3. Each gardener shall purchase their own pair of gloves and wear gloves and closed toed shoes or boots at all times while working in the garden area.
4. Each gardener shall clean and bag their shoes and/or boots **PRIOR** to returning to the building.
5. Each gardener shall complete the necessary paperwork before commencing (an indemnification agreement is required).
6. Each gardener shall maintain his or her assigned plot free of weeds, rubbish, and diseased or dying plants.
7. Each gardener shall not cause damage to anyone else's garden, trade or exchange garden plots, or interfere in any way with the growth and cultivation of other plants, vegetables or flowers.

Hawaiki Tower will maintain an inventory of tools and equipment for residents to use.

A mud station will be available for folks to clean up the tools and themselves PRIOR to returning to the tower or garage.

Virtually anything can be planted, except trees and bushes, so long as it is non-invasive and kept under 6 feet high. We do not want residents climbing ladders to work on tall plants. Hawaiki Tower staff will remove existing landscape and modify the irrigation system to allow hand watering or automatic irrigation to suit the needs of the gardeners. Hawaiki cannot guarantee an organic system, due to the many years of accumulated fertilizers and pesticides already in the soil.

If the pilot program does not garner sufficient interest or a garden plot becomes neglected and/or overgrown, Hawaiki Tower reserves the right to take over the care of the plot or convert it or all of the plots back to general landscaping and terminate the privileges of the plot gardener or the entire program.