

The Stoddart Avenue Community Garden Agreement and Release

I, _____, am a voluntary participant in the Stoddart Avenue Community Garden (the "Garden"). As an express condition to being allowed to participate in the Garden, I acknowledge and agree to the following:

1. I am responsible for the maintenance and upkeep of my assigned garden plot. Planting, watering, weeding, fertilizing, and harvesting and all other garden-related maintenance is my sole responsibility. I am also responsible for providing my own tools, seeds and water. If at any time, I am unable or unwilling to harvest my produce for 10 days (because of vacation or illness, etc.), I will notify the Garden Manager so that other arrangements can be made to harvest the ripe produce and donate it to a food pantry. I will also notify the Manager of my new contact information if I move or change phone numbers or email addresses.
2. Youth participation is encouraged with adult guidance. Children are welcome in the garden, but must be accompanied by an adult and must be supervised at all times. I am also responsible for my guests.
3. I have reviewed the Garden Rules of Conduct and agree that I and my guests will comply with those Rules and guidelines and will forfeit my assigned plot if I do not adhere to those Rules. I will also sign and abide by any rules required by the City of Columbus for community gardens (like no alcohol or night-time gardening).
4. I am fully aware of the risks and hazards associated with participating in the Garden and assume responsibility for all such risks and hazards, including any loss or damage that may result from any accident, injury, illness or death to me or my guests. I also assume responsibility for any damage I or my guests cause, including the loss of any property owned by me or another person. I understand that no special precautions of any kind have been made to remove obvious, environmental or other hazards from the Garden, including but not limited to, uneven surfaces, pollution, vandalism, theft, and sharp objects. If I have had any questions about the Garden, its nature, risks or hazards, I have contacted the Garden Manager and discussed those questions with her to my satisfaction before signing this Agreement.
5. I will voluntarily help set out the Garden on April 6 or 13, 2019, will help put the Garden to bed for the season in November and will cheerfully perform three other monthly tasks (listed on the back of this Agreement) as assigned during the gardening season or risk being called vile names and other public shaming. The Garden does NOT have garden fairies to mow lawns, weed the paths or pick up litter, etc. I must help with those tasks when assigned without special reminders or nagging.
6. My participation is entirely voluntary and will involve a moderate degree of physical activity. To my knowledge, I am not affected by any physical condition that would preclude me from safely performing in any aspect of the Garden activities.
7. On behalf of myself, my executors, administrators, spouse, children, heirs and assigns, **I hereby fully release and forever discharge** the Stoddart Avenue Community Garden, Inc., its assigns, its Board members and its volunteers and gardeners **from any and all claims, suits, and actions whatsoever**, including but not limited to, those based on negligence, **in any manner arising out of or resulting from my participation in the Garden**. I understand that this release means that, among other things, **I am giving up my right to sue for any accident, injury, illness, or death to me, another person, or member of my family** and for any damage to or loss of property owned by me or another person **arising out of or resulting from my participation in or visit to the Garden**.
8. I agree to **indemnify, hold harmless and fully reimburse** the Garden, its volunteers and its gardeners **for any and all losses, damages, claims, suits, attorneys fees and actions, that result from, or occur in connection with, a visit to, participation in or use of the Garden by me, members of my family or any of my guests**, including but not limited to, those claims based on negligence by me, members of my family or any of my guests.
9. I will remove all items and non-perennial plants from my assigned plot by October 31, 2019 and will crush any remaining plants to no more than 2 feet high before I abandon my plot for the winter. Any items left in my plot on October 31 may be kept by the Garden or disposed of as the Garden Manager sees fit.
10. I am at least 18 years old, have carefully read this entire Agreement and fully understand its terms. I am aware that this is a release of liability and indemnification agreement and I voluntarily sign it of my own free will.

Signed: _____ Printed name: _____ Date: _____

Address: _____ Phone and
Email address: _____

Sign and mail to Stoddart Community Garden, P.O. Box 91106, Columbus, Ohio 43209

Please help us improve your gardening enjoyment by completing the following questionnaire:

1) What size lot would you prefer? New gardeners are limited to 6x8 and 10x10 for the first year.

- a) 6 x 8 _____
- b) 10 x 10 _____
- c) 20 x 10 _____
- d) Raised Bed _____

2) Would you like your plot to be located next to a friend? _____ If so, who? _____

3) Have you had a vegetable garden before? ___ If not, would you like a coach or mentor to help you? _____

4) Do you want or need free seeds or seedlings? _____
If so, which?

- | | |
|--------------------------------|-----------------------------------|
| A) Sweet corn | G) Spinach |
| B) Green beans (bush and pole) | H) Basil |
| C) Tomatoes | I) Parsley |
| D) Zucchini | J) Hot and/or sweet peppers |
| E) Eggplant | K) Onions (red, yellow, white) |
| F) Lettuce | M) Kale, Collards or other greens |

5) Are you interested in learning how to preserve garden produce through canning and/or freezing? _____

6) Which tasks would you prefer to perform during the growing season to benefit the Garden? Although preferences are not guaranteed, please check (✓) at least three (and cross out (x) when you are unavailable):

a) Weeding the Garden paths and around the raised beds at least twice per month in:

___ May ___ June ___ July ___ August ___ September ___ October

b) Picking up and disposing of all of the litter around the Garden each week in:

___ May ___ June ___ July ___ August ___ September ___ October

c) Mowing the grass border weekly as needed in:

___ April ___ May ___ June ___ July ___ August ___ September ___ October

d) Watering* and weeding the flower borders and beds and pruning the roses as needed in:

___ May ___ June ___ July ___ August ___ September ___ October

e) Water* and weed the neighbor & food pantry plots as needed each week in:

___ April ___ May ___ June ___ July ___ August ___ September ___ October

g) Watering* the strawberries, blueberries and new fruit trees each week as needed and emptying trash can

in:

___ May ___ June ___ July ___ August ___ September ___ October

*Watering as needed means **drenching** the plant roots in any week when the Garden does not receive an inch of rain.