

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 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 to harvest my produce (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 been given a copy of the Garden Rules of Conduct and agree that I and my guests will comply with those Rules and guidelines. I forfeit my assigned plot if I do not adhere to those Rules. I will also sign any agreement and abide by any rules required by the City of Columbus for community gardens.
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, cost or damage that may result from any accident, injury, illness or death to me or another person. I also assume responsibility for any damage to or 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 volunteer to help set out the Garden on April 6, 2013 (or April 13 rain date, if rescheduled), will help put the Garden to bed for the season on November 9, 2013 and will volunteer to perform three other monthly tasks (listed on the back of this Agreement) as assigned during the gardening season.
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, agents, heirs and assigns, **I hereby fully and finally release and forever discharge** the Garden, its assigns, its Board members and all other Garden volunteers and gardeners **from any and all claims, suits, demands, 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, and its Board members and assigns **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, 2013 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 as the personal property of the Garden Manager or disposed of as she 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 serve you better 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) Other: _____ Please describe: _____

2) Would you like your plot to be located next to a friend? _____

If so, who? _____

3) Have you had a vegetable garden before? _____

a) 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
- B) Green beans (bush and pole)
- C) Tomatoes
- D) Zucchini
- E) Eggplant
- F) Lettuce
- G) Spinach
- H) Basil
- I) Parsley
- J) Hot peppers
- K) Sweet peppers (bell, cherry, pimento)
- L) Onions (red, yellow, white)
- M) Potatoes

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

6) Are you able to volunteer some time to benefit the Garden during the growing season? Although preferences are not guaranteed, please check at least three:

a) Weeding the Garden paths and around the raised beds 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 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) Watering and weeding the fruit trees as needed in:

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

f) Watering and weeding assigned community/food pantry plots (if any) as needed each week in:

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

g) Watering the strawberry patch and blueberry bushes each week as needed and emptying trash can in:

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

Watering as needed means drenching the plants in any week in which the Garden does not receive an inch of rain.