



**THE EDUCATIONAL FARM AT
JOPPA HILL, INC.**
A 501(c)(3) non-profit corporation
Organic Community Gardens

**174 Joppa Hill Road
Bedford, NH 03110
(603) 472-4724
www.theeducationalfarm.org**

Guidelines for participation in EFJH Organic Community Gardens

We need to be careful stewards of the land. We offer local residents access to garden space, local food production, educational programs and community. We appreciate your cooperation and community spirit to make this a successful program. These guidelines are designed to help the garden run smoothly for all.

Annual Donation & Plot Use Period: Annual donation and plot use period begin when first registered or at spring renewal meeting (late March) and end with final clean-up of plot(s) October 31st. "Plots" in-ground plots. Non-refundable annual donation fee is \$60.00 for a nominal 10'x20' plot. Submit donation with completed membership form. This donation allows you one plot for the season.

Work Commitment: Gardeners are expected to contribute 4 hours of work for the well-being of the Gardens. Work days will be used to maintain the general garden area.

Plot Maintenance: Plot maintenance is the responsibility of the individual gardener. Please keep your area free of weeds. If you will not be able to tend your garden for 10 days due to illness or travel, contact the Garden Manager. If possible, find someone to water, weed and harvest as needed. Make sure this person knows precisely which plot is yours. Harvest your vegetables in a timely manner. Rotting produce attracts insects and predators. Donate extra produce to the Food Pantry. If a plot appears to be untended or unharvested, you will be contacted by the Garden Manager by email or by phone. If your plot is not cleaned up within two weeks after that contact, it will be reassigned.

Path Maintenance: Keep paths clear of rocks, weeds or other debris. Be sure your plants stay inside your plot.

Water: Water is at a minimum at this time. Water faucet must be turned off at the conclusion.

Fertilizer & Pesticides: The gardens are **ORGANIC**, so do NOT use "chemical" fertilizers or non-organic pesticides. Plastic mulch, Cardboard and News papers are allowed. If you have any questions about products, consult the Garden Manager.

Plant Debris & Compost: Place all plant debris in the compost bins. Diseased plant material should be removed from the garden and disposed of in your trash at home. Weeds and weed seeds should not be placed in the compost.



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Plant restrictions: No wildflowers, please. Plant vines and tall plants only if they will not interfere with a neighboring gardener (for example, winter squashes send out long runners and sunflowers cast shade).

Other:

Respect other gardeners' plots as you would like them to respect yours.

Do not take plants or produce from their plots or allow your weeds to invade their space.
Do not bring illegal substances to the garden.

Leashed dogs are allowed in designated areas only.

There is no smoking in the garden area.

Don't leave open containers of standing water in the garden as they are perfect mosquito breeders.

Please report theft, vandalism, or unusual activities to the Garden Steward.

Please follow the "Carry-in Carry-Out" principals when dealing with trash, tools and supplies.

Hours are from Sun up- Sun down.

Please supervise small children.

Please provide us with a map of your plot(s)

WE ARE NOT RESPONSIBLE FOR WEATHER CONDITIONS, WILD LIFE OR ANY CONDITION THAT WE DO NOT HAVE CONTROL OVER.



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**RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF THE RISK,
HOLD HARMLESS AND INDEMNIFICATION AGREEMENT**
**READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. YOUR SIGNATURE
INDICATES YOU UNDERSTAND IT AND AGREE TO ITS TERMS. BY SIGNING
THIS AGREEMENT YOU AND YOUR CHILD ARE GIVING UP CERTAIN LEGAL
RIGHTS, INCLUDING THE RIGHT TO SUE OR RECOVER DAMAGES IN CASE OF
INJURY, DEATH OR PROPERTY DAMAGE FOR ANY REASON, INCLUDING BUT
NOT LIMITED TO THE NEGLIGENCE OF THE EDUCATIONAL FARM AT JOPPA
HILL, INC., ITS DIRECTORS, OFFICERS, EMPLOYEES, VOLUNTEERS AND
INDEPENDENT CONTRACTORS.**

WARNING

Under New Hampshire Law, N.H.R.S.A. 508:19 II provides that an equine activity sponsor, an equine professional, or any other person engaged in an equine activity is not liable for an injury or death of a participant in equine activities resulting from the inherent risks of equine activities except as provided in paragraph III of N.H.R.S.A. 508:19, and no participant's representative shall make any claim against, maintain an action against, or recover from any other person for injury, loss, damage, or death of a participant resulting from any of the inherent risks of equine activities. Each participant in an equine activity expressly assumes the risk of and legal responsibility for any injury, loss or damage to person or property which results from participation in an equine activity. Each participant shall have the sole responsibility for knowing the range of his or her ability to manage, care for, and control a particular equine or perform a particular equine activity, and it shall be the duty of each participant to act within the limits of the participant's own ability, to maintain reasonable control of the particular equine at all times while participating in an equine activity, to heed all posted warnings, and to refrain from acting in a manner which may cause or contribute to the injury of any person. A copy of N.H.R.S.A. 508:19 is available for your review at your request or may be accessed by you online at: <http://www.gencourt.state.nh.us/rsa/html/LII/508/508-19.htm> .

In addition to the risks involved in equine activities, there are many hazards and risks encountered at The Educational Farm at Joppa Hill, Inc. premises and facilities that may result in injury, death or property damage, including hazards associated with both equine and non-equine animals, hazards arising from farm buildings, grounds, structures, fixtures, machinery, equipment and tools, including, without limitation, injury or death resulting from falls, crush accidents, sharp objects, suffocation or electrical current and otherwise. Animals may act

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unpredictably, and with or without warning or apparent cause, may kick, bite, buck, stumble, trip, roll, fall, rear, run, make unpredictable movements, spook, jump obstacles, step on a person's feet, push or shove a person and act irrationally. Structures, equipment or methods to restrain, control or confine animals may break or fail which may lead to injury from animals.

Garden Manager Michelle Moore Michellenh@Comcast.net Master Gardener



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This is not an exhaustive list of hazards. Examples of causes of farm injuries may be found for your review in the National Institute for Occupational Safety and Health publication *Fatal Unintentional Farm Injuries Among Persons Less Than 20 Years of Age in the United States*, which may be accessed by you online at: <http://www.cdc.gov/Niosh/childag/docs/2001131.html>.

I, _____, having read and understood the foregoing, on behalf of myself and/or my minor child _____, in consideration for allowing me (or my child) to use The Educational Farm at Joppa Hill, Inc. premises and/or to participate in equine or other farm activities, programs or events, on behalf of myself, my child or our personal representatives, heirs, next-of-kin, spouses and assigns, **HEREBY ACKNOWLEDGE AND AGREE AS FOLLOWS:**

I understand that equine activities, farm use and related activities of all kinds are inherently dangerous and that serious injury, death and property damage may occur. I understand that participation in equine, farm use and related activities of all kinds involves such risks, including those described above. So knowing, I agree that if any injury occurs to me and/or to my child, or if any damage occurs to my property, that I will make no claims against The Educational Farm at Joppa Hill, Inc. or any of its Directors, Officers, Employees, Volunteers and Independent Contractors. I further agree to hold The Educational Farm at Joppa Hill, Inc. and its Directors, Officers, Employees, Volunteers and Independent Contractors free and harmless from any and all liability, claims, suits or actions for damages of any kind or nature due, whether due to negligence or otherwise, that may arise out of my and/or my child's presence, occupancy or use of any kind of the The Educational Farm at Joppa Hill, Inc. premises, equipment or facilities and/or participation in any and all programs, lessons, activities and the like conducted by or at The Educational Farm at Joppa Hill, Inc., and I agree to indemnify and hold harmless The Educational Farm at Joppa Hill, Inc. and all of its Directors, Officers, Employees, Volunteers and Independent Contractors from all liability, claims, suits, actions for damages or expenses, including attorney fees incurred, arising out of any injury to any person or damage to any property caused to me and/or my child or caused by me and/or my child.

I HAVE READ AND I UNDERSTAND THIS DOCUMENT. I UNDERSTAND IT IS A PROMISE TO RELEASE THE EDUCATIONAL FARM AT JOPPA HILL, INC., ITS DIRECTORS, OFFICERS, EMPLOYEES, VOLUNTEERS AND INDEPENDENT CONTRACTOR FROM ALL LIABILITY, CLAIMS, SUITS OR ACTIONS FOR DAMAGES AND TO INDEMNIFY THEM AND HOLD THEM HARMLESS THEREFROM. I HAVE MADE A FULLY INFORMED, FREE AND DELIBERATE CHOICE TO SIGN THIS DOCUMENT.

Signed: _____ Date: _____
Adult Participant or Minor Participant's Parent/Guardian