

New Day Community Garden Handbook



Thank you for your interest in joining NDCG. When you are ready to begin,
MAIL the completed forms at bottom of this handbook (pages 8,9,10)
AND a check for the initial plot fee + \$20 Membership fee to:

Linda Booker, NDCG
3801 Berkman Dr. # 351
Austin, TX 78723

Contents

New Day Community Garden Handbook	2
NDCG Compost Guidelines	6
New Day Approved Products List.....	7
New Day Community Garden Contract	8
Adult Indemnity Form.....	9
Minor Indemnity Form.....	10

New Day Community Garden Handbook

I. PLOTS (Rentals, Communication, Service Hours, Rules, Maintenance and Forfeiture)

A. RENTALS

Yearly Plot Fee: There are three plot sizes available for rent at NDCG. The location of each plot is specified in the plot rental contract and on the site map. Fees are non-refundable and will not be pro-rated.

1. Small Raised Plots (2.5' X 2.5').....**\$15.00**
2. Half Plots (5' x 10').....**\$30.00**
3. Full Plots: (10' x 10').....**\$60.00**

Membership Fee: \$20.00: This is a one-time non-refundable charge per family or household.

New gardeners must complete the following within three weeks of rental or forfeit their plots without refund of rental fee:

1. Plot cleared of all plant material other than healthy herbs, perennials or vegetables.
2. At least one-half of the plot must be newly planted and the other half mulched or cover cropped.

The first name to appear on the Gardener's Contract signed at the time of rental is considered the "Primary Gardener". All gardeners on the contract are collectively and severally bound by the contract. Gardeners on multiple gardener contracts agree that the first name on the contract is the designated contact for all business correspondence from the garden. Any new gardener, including a "temporary" helper, must be added to the contract and have a signed Indemnity Form on file before being allowed to garden the plot.

B. COMMUNICATION

NDCG uses e-mails and Facebook for ease of communication. Upon receiving email address information from a gardener, a Membership Coordinator will provide access to the secured garden webpages and join them to the e-mail list serve as a member so they will be kept up-to-date on all garden activities and announcements. It is also suggested to "friend" the NDCG FACEBOOK page to stay connected to other communications.

C. Food Bank Contributions

The Garden is required to donate at least 10% of the Garden's harvest to a local food pantry. On behalf of the whole garden, 100% of the Garden Community Plot's harvest is dedicated to provide this Food Bank Contribution requirement. In support of this requirement, each gardener is required to work service hours each month, some of these hours can be used in caring directly for the Garden Community Plot. A community garden takes a lot of work to run well, and everyone is expected to participate.

D. Gardener Orientation

Each gardener is required to attend a mandatory orientation held with a Garden Manager.

Rules and regulations will be covered and gardening handouts will be available. Many of your questions will be answered at this one hour meeting.

E. SERVICE HOURS

Community Gardeners may be required to contribute hours of volunteer service. This is in addition to maintenance of your plot and pathway borders.

Organized Project Work Days will be scheduled and posted on the NDCG Google Calendar and through Facebook. On these Work Days, projects are scheduled for garden clean-up as well as projects that require instruction. Work Days also allow us to work as a gardening community on projects that require numerous people.

Opportunities for Service hours include, but are not limited to:

1. Planting, weeding and harvesting the Pantry Plots
2. Maintaining Common Areas (see Section II below)
3. Delivering donated produce to local food banks
4. Manning a New Day CG booth or table at a local community event.

F. GARDEN SITE RULES

1. No trees, shrubs, bamboo, cacti, castor beans (or other poisonous plants) or illegal plants may be planted.

2. Water-wise practices (mulch, etc) must be used in all garden plots.
3. Watering will be done by hand with a hose, watering can or bucket.
4. At least 80% of each garden plot must be fruits, vegetables and herbs.
5. All plants must be contained within the garden plot.
6. Common garden will be maintained by all ND gardeners and produce will be given to food pantry or offered to the community.
7. Due to liability and safety issues, gas powered garden tools and roto-tillers of any kind are not allowed at New NDCG. All mowing and weed-eating at the site will be performed by Garden Management, the Mowing Committee or the Spiritual Assembly of Bahá'ís of Austin.
8. Diseased and pest-ridden plants must be removed from the site or placed in the trash bin to prevent spreading.
9. Only organic, non-diseased and non-pest-ridden plants may be placed in the composting bins. Always cover new additions of wet or green materials with dried leaves and/or soil to discourage flies and smells and to retain heat and moisture.
10. Smoking and chewing tobacco is prohibited. Tobacco carries the mosaic virus which is deadly to some plants.
11. No permanent structures are allowed in garden plots. Temporary structures should not shade a neighbor's plot without the approval of that neighbor.
12. For safety reasons, all posts must have an appropriate cap (tennis ball, a PVC hoop or trellis, etc).
13. Only organic nutrients and pest controls are used in the garden. An "Approved Products" list is available to gardeners, and attached to this document. When in doubt about a product or method, check with the Garden Manager PRIOR to using it at NDCG using synthetic weed killers, fertilizers and/or pesticides will be required to remove the banned substance, including contaminated soil, if needed. Failure to comply within 7 days will result in forfeiture of the garden plot without a refund.
14. Edging materials may be used, provided they are limited to cedar, untreated pine, stone or masonry. The use of chemically treated wood (i.e. wolmanized wood) is not allowed. These products contain arsenic, hexavalent chromium and other toxic substances, which may leach into the soil.
15. NDCG tools should be used only for the purpose for which they were intended, and should be returned clean to their proper place in the tool shed. Tools may not be taken off site. Report any damaged or broken tools to the Garden Manager.
16. Pets are not allowed inside the garden site.
17. There are no restroom facilities provided at NDCG.
18. Children are encouraged to participate, but must be supervised at all times.
19. A trash bin will be provided at the garden. Each gardener is responsible for disposal of trash.
20. Do not place any trash in common areas or roadways. No trash from off the property may be placed in the trash bin, especially food trash – it attracts vermin. Do not use the dumpster belonging to the Spiritual Assembly of Bahá'ís of Austin
21. In order to maintain a non-profit status, no gardener may:
 - Use a sign or name with reference to NDCG in conjunction with for-profit sale of produce or flowers in any venue.
 - Use any materials or property, other than those agreed to in the rental contract, donated to or purchased with funds from NDCG in conjunction with for-profit sale of produce or flowers.
22. Stealing of any kind is not allowed and will result in immediate loss of gardening privileges and forfeiture of his/her garden plot.
23. When leaving, gardeners will make sure all tools, trash, empty plant pots, etc. are either returned to their storage area or removed from the garden site.
24. Gardeners will make sure all water is turned off before leaving the garden.
25. Radios, CD players and other audio devices are not allowed unless used with earphones.
26. New Day Community Garden is only open during daylight hours.
27. This is a community garden. Other gardeners are our neighbors. There should be no harassment, threats, verbal abuse or acts of violence by any person against any other person. Such acts should be reported to the Garden manager(s). If necessary, proper authorities will be called. Any person committing such acts may be asked to forfeit his/her gardening plot(s).

G. MAINTENANCE

Plot maintenance is defined as:

1. Regular attention to encroaching Bermuda grass and other weeds and grasses within your plot and 2" of bordering pathways.
2. Regular harvesting and removal of dead/dying plants and rotting vegetables. If you are letting a plant go to seed in order to collect the seeds, please indicate by placing a bag over the fruit or plant. This will keep those seeds from spreading and will notify the Garden Manager you are collecting seeds.

It is the responsibility of the gardener to notify the Garden Manager if no longer able to tend their plot; will be absent for a long period of time; or have asked a friend to tend their garden plot. See Page 5 "Rentals" for more information regarding temporary garden helpers.

All plots will be inspected on a regular basis. If a problem is noted with your garden plot area:

- You will be contacted immediately by the Garden Manager or New Day staff member (via the method marked as the best way for reaching you on your garden contract). You will have 36 hours to return his/her call/email.
- At the time of the responding call/email, if needed, a solution will be agreed upon and a deadline will be given to correct the issue at hand.
- When the problem is resolved, the gardener will contact the Garden Manager to inform him/her of the completion of said solution. The Garden Manager will then inspect the plot and follow up with the gardener as he/she sees need.
- If the problem is not resolved in a satisfactory manner, a face to face meeting at the garden will be scheduled. The gardener must meet with the Garden Manager or NDCG staff member to clarify and resolve the problem on site immediately.
- Problems that result in a direct safety/well-being hazard will be dealt with immediately by the Garden Manager and/or NDCG staff. The gardener will be contacted and the consequences of said action will be communicated at the time of contact.
- Any failure to meet any deadline/meeting or resolve issues in a way that is satisfactory to meet NDCG guidelines will result in the forfeiture of one's gardening plot and privileges. In the event that a plot is considered forfeited, NDCG staff will notify the gardener of the forfeited status of his/her plot. The gardener will have 36 hours to come and claim his/her plants and belongings from said plot. At the end of that 36 hour time period, all plants and belongings will be considered abandoned and will become the property of NDCG to do with as they see fit.

It is the responsibility of the gardener to contact the Garden Manager immediately if there is a problem or if clarification is needed with the stated problem, the proposed solution, or if there is a difficulty in meeting the scheduled deadlines. The Garden Manager and NDCG staff are not obligated to contact the gardener beyond the lengths stated above. All problems must be completely resolved no later than one week from the first point of contact.

H. FORFEITURE

Giving Up/Forfeiting Your Plot

You've given community gardening your best shot, but are discovering that it just isn't your cup of tea. You have a family emergency arise and will not be able to keep up with your garden plot. You cannot fulfill your contractual obligations for volunteer work and harvest donations. You are finding that you just don't have the time to tend your plot properly with all of the other obligations in your life. You like the gardening part, but are just not into the philosophies, requirements, and processes of the garden

Now what?

First, let's start by saying that you are not alone and that we understand. Chances are that community gardening is a lot different from other types of gardening that you may have experienced in the past. Sometimes, no matter how great one's intentions are at the start of a season, it just doesn't work out.

The first and most important thing that you need to do is contact the Garden Manager as soon as you come to the realization that you are finished gardening and/or will be unable to meet your obligations. He or she will be able to talk you through the process and help you make decisions with regards to your plot arrangements and the remainder of your harvest/plants.

Secondly, follow through. If you and the Garden Manager have decided that you will need to clean out your plot, then it is important that you complete that as soon as possible (or within a one week window). Then reconnect with the Garden Manager for inspection and final paperwork. Gardeners who abandon their plots without talking with the Garden Manager and/or cleaning them out will be fined and will not be able to return to the garden without paying all outstanding fines and fulfilling all required contractual obligations.

Please remember that we cannot refund any monies that have been paid for memberships or plot rentals.

By following these two simple steps, you will have made this process as positive and expedient as you can. Thank you for your cooperation. You will remain in good standing with NDCD and if you ever decide to give this experience another shot, we will welcome you back. Please remember that you can still come and participate in any and all volunteer workdays, community events and classes.

II. COMMON AREAS

Common areas include the main pathways dividing the plots, the perimeter beds, lawn, and children's play area.

III. PARKING

Park only in the parking areas which are designated for the Baha'I Center of Austin.

IV. SAFETY AND SECURITY

1. Do not give the gate and/or tool shed lock combination to another person.
2. The gate must be kept closed at all times.
3. If you are the last gardener around, lock the tool shed and gate when leaving.

4. If you garden after dark or predawn, the gate should be locked, and you could be questioned by the police at these times.
5. The tool shed and gate are to remain locked from sundown to sunrise.
6. Do not leave the combination locks hanging open or with the combination exposed.
7. Call 911 immediately if you feel your safety and security is at risk while at the garden.

NEITHER THE SPIRITUAL ASSEMBLY OF BAHÁ'ÍS OF AUSTIN, THE BOARD OF DIRECTORS OF THE SUSTAINABLE FOOD CENTER, NOR THE OFFICERS OR COORDINATORS OF NEW DAY COMMUNITY GARDEN ARE RESPONSIBLE FOR ANY INJURY OR PROPERTY DAMAGE INCURRED BY A PERSON OR FOR THE THEFT, LOSS, DAMAGE OR DESTRUCTION OF PERSONAL PROPERTY. NOR ARE THEY RESPONSIBLE FOR THE SUCCESS, OR LACK THEREOF, OF THE GARDENERS.

V. NEW DAY COMMUNITY GARDEN MANAGEMENT

A Garden Management Committee will be appointed by the planning committee and will chose a Garden Manager. Gardeners who wish to serve on the Garden Management Committee should contact NDCG.

VI. GENERAL RULES AND INFORMATION

NDCG is a small entity under a non-profit organization supported by donations and fees from workshops, fundraisers and garden plot fees. We are a 100% volunteer organization and not subsidized by local governments. The purpose of our community gardening program is to provide access to land and education, and to promote community building. The care and maintenance of the garden is the collective responsibility of the community gardeners.

Children in the Garden

We encourage family members of all ages to participate and enjoy New Day CG. However, out of the need for safety and respect for all, we ask that you follow these important rules:

1. Parents are responsible for the constant supervision of their child/children at all times.
2. Respect wildlife of all varieties. Remember that the garden and the surrounding areas are a home for many different species and that we are guests in their home. The garden is a wonderful place to learn about nature and we encourage a wide variety of wildlife to share the garden with us. Please take time to share this with your children.
3. Children's feet need to remain on the ground while in the garden and surrounding areas. There is to be no climbing on the fence, water tank, seating, or other structures.
4. Children under the age of 12 are not allowed in the tool shed.
5. Full size tools are for adult use only. Once the shed is in place.
6. Children should not be in another gardener's area without the permission/presence of that gardener.

NDCG Compost Guidelines

Basic Compost Pile Guidelines

- **LAYER IT** – (when adding to, or starting the “Feed Me” pile)
Alternate layers of fresh green stuff with dry stuff (bagged leaves) and layer in a sprinkling of compost from the “Still Cooking” pile to start the new pile cooking. (Always cover new additions of wet or green materials with leaves and/or dirt to discourage flies and smells, and retain heat and moisture.)
- **LEVEL IT** – As you build it, take each layer flat. This allows water to soak in and speeds up the composting. Water each layer well as you build it. Dry leaves absorb a huge amount of moisture and will just sit there for months if they aren’t thoroughly soaked.
- **KEEP IT WET** (all piles) – Pour a watering can full of water on the pile when you come to do your gardening if it hasn’t rained recently. A compost pile can rot in as little as a month or as long as a year.
- **STIR IT UP** (all piles) – Drive a pitchfork repeatedly into the pile and pry up a little. Compost needs to breathe to keep cooking. A long stake or pole works too; just stick it into the pile as deeply as possible over and over.
- **TURN IT** – The Compost Committee will turn the compost at least three times during the cooking process. This breaks up the clumps, evens out the moisture and speeds up the process. Always turn the pile into the bin to the right. Keep it level; turn it so that the new pile is created one layer at a time, and water between each layer.

Labeling System (signs in the bins)

- **“Add”** – You can add to this one any time, just keep it level and cover up the green stuff; keep it moist.
- **“Cook”** – This pile has been turned at least once. **NO MORE NEW STUFF.** Keep it wet and stir it now and then; it is still cooking and should be hot in the middle.
- **“Finished”** – This pile has been turned and stirred and has finished cooking. It’s ready to sift and be used for Common Area plantings, such as the Pollinator Garden, fruit trees, etc. Unfortunately, we won’t be able to generate enough compost for every gardener, so it will be designated for common areas.

If you would like to join the Compost Committee, please see the Garden Manager.

NEVER COMPOST:

- **Bread products:** This includes cakes, pasta and most baked goods. Put any of these items in your compost pile, and you've rolled out the welcome mat for unwanted pests.
- **Cooking oil:** Smells like food to animal and insect visitors. It can also upset the compost's moisture balance.
- **Diseased plants:** Trash them, instead. You don't want to transfer fungal or bacterial problems to whatever ends up growing in your finished compost.
- **Heavily coated or printed paper:** This is a long list, including magazines, catalogs, printed cards and most printed or metallic wrapping paper. Foils don't break down, and you don't need a bunch of exotic printing chemicals in your compost.
- **Horse and cow manure :** High risk of manure being contaminated with herbicide from the hay the animals are fed
- **Meat products:** This includes bones, blood, fish and animal fats. Another pest magnet.
- **Milk products:** Refrain from composting milk, cheese, yogurt and cream. While they'll certainly degrade, they are attractive to pests.
- **Pet waste:** This is a health risk. This includes kitty litter.
- **Plastic bags:** You can carry your kitchen scraps to the compost pile in a plastic bag. Just be sure to take the bag with you when you leave.
- **Rice:** Cooked rice is unusually fertile breeding ground for the kinds of bacteria you don't want in your pile. Raw rice attracts varmints.
- **Sawdust:** So tempting. But unless you know the wood it came from was untreated, stay away.
- **Stubborn garden plants:** Bermuda grass and nut grass are examples of plants or weeds which will probably regard your compost heap as a great place to grow, rather than decompose.
- **Walnuts:** These contain juglone, a natural aromatic compound toxic to some plants.

New Day Approved Products List

What is organic?

New Day Community Garden (NDCG) is an organic garden. Organic fertilizers, pesticides, fungicides and herbicides are generally safer for the environment in their use and require less toxic methods to produce (no petroleum products). The National Organic Program, as administered by the United States Department of Agriculture, creates a list of allowed and prohibited substances. From this list organic certifications are determined. A second body, called the Organic Materials Review Institute, is a non-profit that helps producers review products intended for organic production and use.

For the purposes of NDCG any product carrying the following labels are automatically approved for use in the garden:

- USDA Organic label: Many products in the gardening world may have the words “Natural” or “Organic” in their name. Without one or both of the above symbols on the package, it is simply a marketing gimmick. Some products, though not listed as organic or not approved by the OMRI, may still be used. The approval is based on the products having an insignificant amount of non-organic material as a result of processing or formulation. They are:
- Medina products
- Neptune Fish Fertilizer
- Lady Bug brand products
- Bonemeal
- Horticultural Molasses
- Compost Tea
- SuperThrive
- Pest and disease control products (listing is either active ingredient or brand name)
- Neem (Neem should be listed as the ONLY active ingredient.)
- Bt (bacillus thuringiensis)
- Spinosad
- Diatomaceous Earth (DE) (DE should be listed as the ONLY active ingredient)
- Insecticidal Soap
- Serenade (bacillus subtilus)
- Organicide
- Oil-based (Thyme, Wintergreen, Sesame, Clove) sprays
- Garlic-based sprays
- Pepper (capsaicin) sprays
- Bonide Garden Dust

The following products are NOT allowed at any time within New Day Community Garden:

- Dillo Dirt
- Milorganite
- City of Austin free compost

This list is not complete, and will be reviewed and updated as necessary. This list is considered the only approved and official list of authorized products for use in the garden. If you wish to use a product that is not listed as approved, you must contact the Garden Manager prior to use. The goal of UPCG is to create a safe environment for the garden, gardeners and the community, not to limit the materials used.

You may find more information on organics at:

<http://www.ams.usda.gov/AMSv1.0/nop> (National Organic Program)

<http://www.omri.org/home> (Organic Materials Review Institute)

Please remember, many of these pest control products are NOT selective. You should use them with great care, making sure that you are applying them only to YOUR plants, and only on plants you wish to control pests. For example, Bt does not distinguish between bad caterpillars and caterpillars that become Monarch butterflies. Unless you have the permission of the other gardener, it is NEVER acceptable to apply any product to another gardener's plot.

New Day Community Garden Contract

Primary Gardener

Name _____ Phone _____ Email _____

Home Address _____ City _____ ZIP _____

Mailing Address _____ City _____ ZIP _____

Additional Gardeners * if more than two, please list on back of Contract

Name _____ Phone _____ Email _____

Name _____ Phone _____ Email _____

Signature: I have read and agree to abide by the New Day Community Garden (NDCD) Rules I agree that if I, or additional gardeners listed above, fail to abide by the rules, I forfeit my plot(s), fees, and all remaining produce. I confirm that all participants listed above have a signed indemnity form on file with the Sustainable Food Center.

Date: _____ Signature: _____

NDCG is open to anyone in the Austin area. Garden plots are available in the sizes listed below. All plots are available on a first come, first served basis with preference given to continuing gardeners and people who live in the surrounding neighborhood.

Please select your preferred plot size. All fees are non-refundable:

____ 2.5 x 2.5 Plot

____ 4 x 10 Plot

____ 10 x 10 Plot

Please identify your organic gardening experience: ____ Newbie ____ Active (3+ yrs)

Please list any unique abilities/experiences you may have to assist with garden projects (i.e. carpenter, handyman, teacher, agriculture or permaculture background, past experience, etc.)

TO BE COMPLETED BY THE NEW DAY COMMUNITY GARDEN

PLOT NUMBER _____

RENTAL RATE _____

\$20 MEMBERSHIP FEE _____

TOTAL DUE _____

Adult Indemnity Form

Participant: (Name and Address)

Date: _____

I, the above named PARTICIPANT, am eighteen (18) years of age or older and have voluntarily applied to participate in the New Day Community Garden. I acknowledge that the nature of working in a community garden may expose me to hazards or risks that may result in my illness, personal injury or death and I understand and appreciate the nature of such hazards and risks. In consideration of my participation in the New Day Community Garden, I hereby accept all risk to my health and of my injury or death that may result from such participation and I hereby release the Sustainable Food Center, the Spiritual Assembly of Bahá'ís of Austin, their governing boards, officers, employees and representatives, and any members of NDCG from any liability to me, my personal representatives, estate, heirs, next of kin, and assigns for any and all claims and causes of action for loss of or damage to my property and for any and all illness or injury to my person, including my death, that may result from or occur during my participation in the New Day Community Garden, whether caused by negligence of Sustainable Food Center and/or the Spiritual Assembly of Bahá'ís of Austin, their governing boards, officers, employees, or representatives, and/or NDCG members or representatives, or members.

I further agree to indemnify and hold harmless Sustainable Food Center, the Spiritual Assembly of Bahá'ís of Austin and their governing boards, officers, employees, and representatives, and any members of NDCG from liability for the injury or death of any person(s) and damage to property that may result from my negligent or intentional act or omission while participating in the described New Day Community Garden. I further acknowledge that it is my responsibility to make sure any guests I bring have signed this waiver before I bring them, and that by bringing a guest who has not signed this waiver I am assuming liability for any of their potential claims or injuries and agreeing to indemnify the Spiritual Assembly of Bahá'ís of Austin, Sustainable Food Center, and any members of NDCG against all such claims and liabilities.

I also understand that:

- a. There are no restroom facilities provided by Sustainable Food Center or the Spiritual Assembly of Bahá'ís of Austin;
- b. Pets are not allowed in the gardens; and
- c. Unsupervised children are not allowed in the gardens.

I agree to remove all my tools, implements, plant pots, garden products, refuse and garbage when I leave the garden. I may not use the Spiritual Assembly of Bahá'ís of Austin's dumpster or trash cans to dispose of any refuse or garbage.

I HAVE CAREFULLY READ THIS AGREEMENT AND UNDERSTAND IT TO BE A RELEASE OF ALL CLAIMS AND CAUSES OF ACTION FOR MY INJURY OR DEATH OR DAMAGE TO MY PROPERTY THAT OCCURS WHILE PARTICIPATING IN THE DESCRIBED NEW DAY COMMUNITY GARDEN AND IT OBLIGATES ME TO INDEMNIFY THE PARTIES NAMED FOR ANY LIABILITY FOR INJURY OR DEATH OF ANY PERSON AND DAMAGE TO PROPERTY CAUSED BY MY NEGLIGENT OR INTENTIONAL ACT OR OMISSION.

Signature of Participant

Witness

Minor Indemnity Form

Participant: (Name and Address)

Date: _____

I am the Parent/Guardian of the above-named Participant who is under eighteen (18) years of age and am fully competent to sign this Agreement. I give permission for Participant to participate in the New Day Community Garden and use its associated facilities and equipment. I acknowledge that the nature of the New Day Community Garden may expose Participant to hazards or risks that may result in Participant's illness, personal injury or death and I understand and appreciate the nature of such hazards and risks. In consideration of Participant being permitted to participate in the New Day Community Garden, I hereby accept all risk to Participant's health and of his/her injury or death that may result from such participation and I hereby release the above named Sustainable Food Center, the Spiritual Assembly of Bahá'ís of Austin, their governing boards, officers, employees and representatives, and any members of NDCG from any and all liability to Participant, Participant's personal representatives, estate, heirs, next of kin, and assigns for any and all claims and causes of action for loss of or damage to Participant's property and for any and all illness or injury to Participant's person, including his/her death, that may result from or occur during Participant's participation in the New Day Community Garden, whether caused by negligence of Sustainable Food Center or the Spiritual Assembly of Bahá'ís of Austin, or members of NDCG, their governing boards, officers, employees, or representatives, or otherwise. I further agree to indemnify and hold harmless the Institutions and their governing boards, officers, employees, and representatives from liability for the injury or death of any person(s) and damage to property that may result from Participant's negligent or intentional act or omission while participating in the New Day Community Garden.

I further acknowledge that it is my responsibility to make sure any guests the above-named Participant may bring to New Day Community Garden have signed this waiver before being brought to New Day Community Garden, and that by the above-named Participant bringing a guest who has not signed this waiver I am assuming liability for any of their potential claims or injuries and agreeing to indemnify the Spiritual Assembly of Bahá'ís of Austin, Sustainable Food Center, and any members of NDCG against all such claims and liabilities.

I also understand that:

- a. a. there are no restroom facilities provided by Sustainable Food Center or the Spiritual Assembly of Bahá'ís of Austin;
- b. b. pets are not allowed in the gardens; and
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I HAVE CAREFULLY READ THIS AGREEMENT AND UNDERSTAND IT TO BE A RELEASE OF ALL CLAIMS AND CAUSES OF ACTION FOR MY INJURY OR DEATH OR DAMAGE TO MY PROPERTY THAT OCCURS WHILE PARTICIPATING IN THE DESCRIBED NEW DAY COMMUNITY GARDEN AND IT OBLIGATES ME TO INDEMNIFY THE PARTIES NAMED FOR ANY LIABILITY FOR INJURY OR DEATH OF ANY PERSON AND DAMAGE TO PROPERTY CAUSED BY MY NEGLIGENCE OR INTENTIONAL ACT OR OMISSION.

Signature of Participant

Witness