

# VILLAGE OF COAL VALLEY

## ADOPT-A-PARK PROGRAM

The Village of Coal Valley Adopt-A-Park program is designed to increase community involvement in preserving our Village parks. The program is voluntary and is designed for organizations, businesses and individuals. Each adopting group assumes responsibility for an assigned park or section of a park and agrees to participate in park improvements for a one-year, renewable period. The Village of Coal Valley will work with the adopting group to select a park and provide guidelines to complete work assigned.

The adopting group or participant agrees and is expected to:

- a) Complete an application
- b) Meet with Parks & Recreation Representatives to discuss the park project and identify the park needs.
- c) Be instructed on the safety requirements and operate in accordance to the safety regulations of the program.
- d) Sign the “Adopt-A-Park” Agreement.
- e) All participants will sign the Liability Agreement.
- f) Recruit and schedule volunteers from your organization to implement the program.
- g) Obtain permission from the Parks & Recreation Department before proceeding with any activities.
- h) Notify the Parks and Recreation Department of any unusual or suspicious activities or conditions.
- i) Return all equipment, materials and supplies when project is completed.

The Village of Coal Valley will:

- a) Provide the adopting group with necessary tools and materials to help with their project.
- b) Identify park needs and a list of parks available to adopt.
- c) Provide instruction and coordination for assigned work projects with adopting group.
- d) Dispose of trash and debris from adopted park site.
- e) Provide standard sign to recognize the adopting group for their contribution and commitment.

# ADOPT-A-PARK PROGRAM APPLICATION

Adopter Group Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Primary Contact Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Park Name: \_\_\_\_\_

Park Location: \_\_\_\_\_

The Adopter Group commits to do the following:

- Visit the park regularly (please check a box to indicate your commitment)
  - Daily
  - Weekly
  - Bi-Weekly
  - Other: \_\_\_\_\_
- Pick up litter and place in existing trash cans or remove from site for disposal
- Maintain any grass and plantings in the park
- Keep park signs clean and visible
- Monitor trees for signs of illness, dead limbs, or dangerous hanging branches
- Report any graffiti, safety issues, or tree-related concerns to the Office of Parks and Recreation at 309-799-3604

Please describe in detail any additional activities you would like to include in your park project.

Which of the following best describes the group? (PLEASE CHECK):

- Business
- School \_\_\_\_\_ (Grades)
- Youth Group
- Service Group
- Community Group
- Sports Group
- Individual/Family
- Church Group
- Other: \_\_\_\_\_
- 

Signature

\_\_\_\_\_

# ADOPT-A-PARK AGREEMENT

The Village of Coal Valley and \_\_\_\_\_ (Adopter Group )  
agree as follows:

## I. THE ADOPTER GROUP SHALL:

1. Adopt a park suitable for them or their group for a period of one-year beginning \_\_\_\_\_ and ending \_\_\_\_\_.
2. Remove trash and litter in the park as often as necessary to keep the area clean, a minimum of one per month is required.
3. Carry out other activities as described in the approved application hereby incorporated into this agreement.
4. Place all trash and litter in barrels or dumpsters provided on site.
5. Only allow such persons to participate as are determined by the group to be responsible enough to safely participate in litter removal activities. No person shall consume or be under the influence of alcohol or drugs while participating.
6. Not to be compensated by the Village for the activities and services performed at the park or be supervised or controlled by the Village in any manner, except as provided in this agreement.
7. Submit monthly clean-up report to program coordinator. (*Activity report form attached.*)

## II. THE VILLAGE SHALL:

1. Remove or arrange for removal of certain litter under unusual circumstances (i.e.- large, heavy or hazardous items).
2. Provide access to the park solely for the purpose of carrying out the terms of this agreement.

## III. TERM

1. Subject to Village's right to terminate at any time, this Agreement shall be in full effect for one year beginning \_\_\_\_\_.
2. Renewal of the Agreement shall be offered solely at the discretion of the Village.

## IV. TERMS AND CONDITIONS

1. The adopter group shall develop and follow a regular schedule for performing activities under this Agreement.
2. **Waiver of Liability**  
Every individual who participates in the activities must sign a Volunteer Waiver of Liability (see attachment 1) before undertaking any actions at the adopted park. Any volunteer who does not sign a waiver of liability has not been granted the Village's permission to undertake any action in the adopted park. The adopter group shall submit signed waivers of liability for all approved volunteers.
  - a. If the Adopter Group is an incorporated organization, an officer of the organization with authority to bind the organization must sign a Group Waiver of Liability (*see attachment 2*).

- b. Participants under the age of 18 must have a signed parental consent form before participating in any Adopt-A-Park activities.
3. The Village may photograph or videotape the events or activity in which the participant is participating for purpose of promoting the Village and its services/programs, with the following understanding that no compensation of any kind will be paid to participant. Each participant shall sign a Photo Release Waiver (*see attachment 3*).
  4. The adopter group agrees that it will indemnify and hold harmless the Village of Coal Valley, its elected and appointed officers, boards, agents and employees from any claim, loss, damage, cost, charge or expense arising out of any act, action, neglect or omission by individual or group during the performance of this Agreement, whether direct or indirect, and whether to any person or property.
  5. The adopter group warrants that all its volunteers, members or participants are in compliance with all ordinances of the Village and all laws of the commonwealth, including the Child Protective Services Act and its amendments.
  6. During the term of this Agreement the adopter group will maintain primary/non-contributory insurance coverage, which shall include all terms and conditions and amounts required by the Village. Coverage shall be shown by a current Certificate of Insurance provided to the Village at the time of execution of this Agreement, a copy of which shall be attached hereto and incorporated herein as Exhibit "A", or by any replacement or updated post-execution Certificate that may be required from time to time by the Village. The Certificate shall state that the coverage is primary/non-contributory, name the Village of Coal Valley as an Additional Insured and contain a provision requiring 30 days' notice prior to cancellation. All deductibles are the sole responsibility of the adopter group to pay and/or indemnify. The Village in its discretion may waive the insurance coverage requirement by signing below.

*Insurance Requirement Waived*

Risk Manager, Village of Coal Valley

7. This Agreement is non-transferable and non-assignable in whole or in part without written consent from the Village.
8. The Village reserves the right to terminate this Agreement at any time.

The parties have executed this Agreement for the Adopt-A-Park Program this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Village of Coal Valley

Village Administrator

Adopter Group Officer

# ADOPT-A-PARK AGREEMENT

## ATTACHMENT 1

### VOLUNTEER WAIVER OF LIABILITY

**Adopter Group Name:** \_\_\_\_\_

**Park Name:**

**Park Address:**

All participants in the Adopt-A-Park Program agree to hold the City of Harrisburg harmless for any actions undertaken by the volunteers on park or other City/County owned land when participating in the program.

In consideration of the opportunity afforded to me to participate voluntarily in the City of Harrisburg activities, and in recognition of the possible injury or liability to which I may voluntarily subject myself, I and my heirs, executors, administrators and successors and assigns hereby knowingly, freely and voluntarily waive any right or cause of action, whatsoever, arising as a result of such activities from which any liability or injury may or could accrue to the City or their agent or employees individually.

I understand and agree that my voluntary participation in City activities does not entitle me to any compensation or other employee benefits. I further understand that I am NOT an agent or employee of the City and will not so represent myself to any person, government unit or corporate entity. I further understand and agree that I will be solely responsible for my actions while participating in volunteer activities.

I further understand and agree that my voluntary participation in the aforementioned activities is subject to termination at any time by the City for any reason or no reason at all without notice, and that I am entitled to no recourse, nor will I seek any recourse in the event of such termination.

This waiver shall be determined to be and shall be a complete bar to any action which might otherwise be brought either by law or under any state or federal statute for the property injuries arising as a result of voluntary participation in the activities contemplated herein.

The signature of participant(s) on this form indicates agreement to the terms of this waiver.

Printed Name			Phone	
Signature		Date	Email	
Printed Name			Phone	
Signature		Date	Email	
Printed Name			Phone	
Signature		Date	Email	
Printed Name			Phone	
Signature		Date	Email	
Printed Name			Phone	
Signature		Date	Email	
Printed Name			Phone	
Signature		Date	Email	
Printed Name			Phone	
Signature		Date	Email	
Printed Name			Phone	
Signature		Date	Email	
Printed Name			Phone	
Signature		Date	Email	



# ADOPT-A-PARK AGREEMENT

## ATTACHMENT 2

### GROUP WAIVER OF LIABILITY

**Adopter Group Name:** \_\_\_\_\_

**Park Name:**

**Park Address:**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, \_\_\_\_\_, (Print Name of Organization,

Corporation, or Entity, hereafter referred to as “the Organization”), hereby agrees to waive, release, and discharge from any and all liability, and hold harmless the City of Harrisburg, and all of its elected and appointed officials, employees, volunteers, agents, and representatives, from any and all liability for negligence or any other claim, judgment, loss, liability, cost and expenses (including, without limitation, attorneys’ fees and costs) arising out of or connected with the Organization’s participation in the Adopt-A-Park program.

I warrant that I am an officer of the Organization, have the authority to execute this Waiver of Liability on behalf of the Organization, and bind the Organization. I have read this Waiver of Liability in its entirety and fully understand its contents. I have signed this document voluntarily and of my own free will. I am signing this Waiver of Liability on behalf of the Organization.

**Name of Organization/Entity:**

**Name of Officer:**

**Signature of Officer:**

**Officer’s Title:**

**Date:**

ADOPT-A-PARK AGREEMENT  
ATTACHMENT 3

PHOTO/MEDIA RELEASE WAIVER

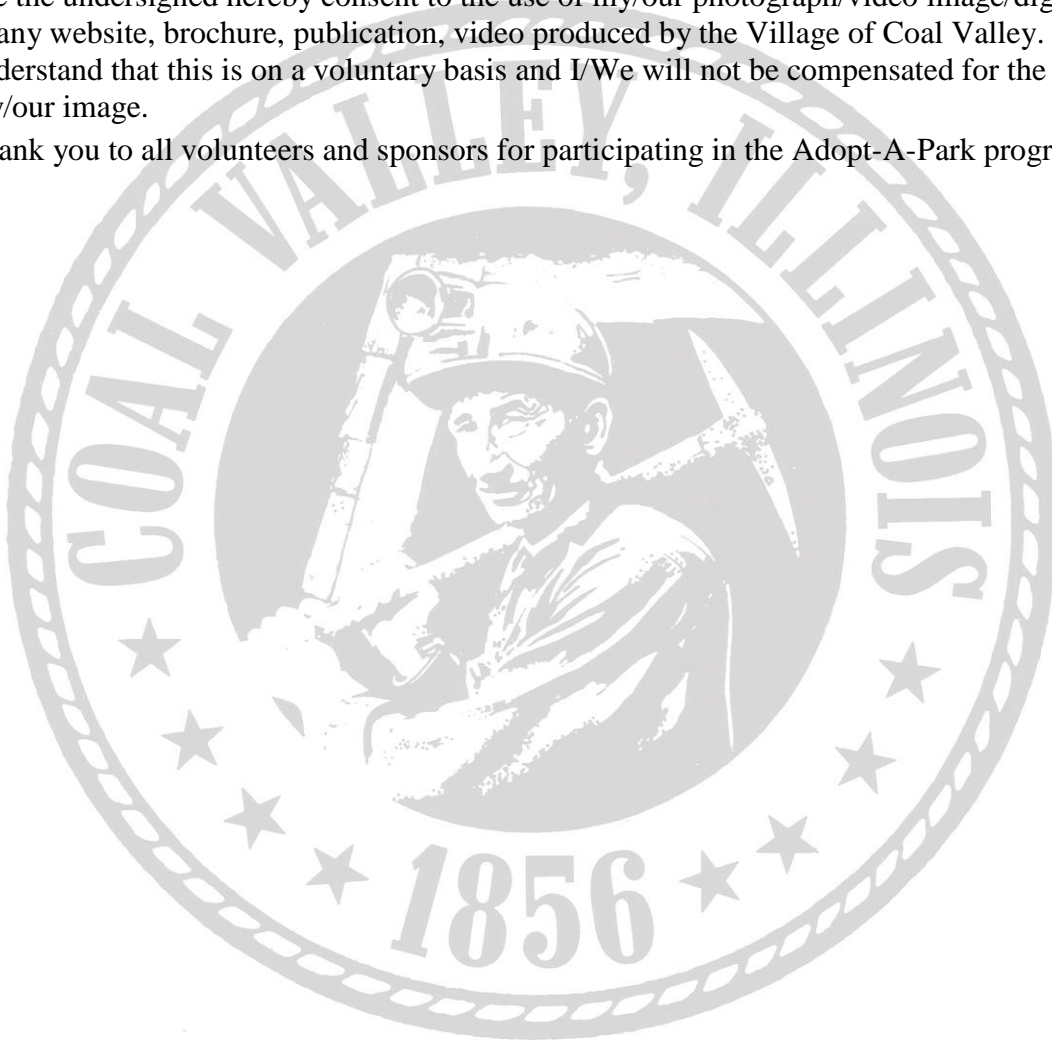
**Adopter Group Name:** \_\_\_\_\_

**Park Name:**

**Park Address:**

We the undersigned hereby consent to the use of my/our photograph/video image/digital image in any website, brochure, publication, video produced by the Village of Coal Valley. I/We understand that this is on a voluntary basis and I/We will not be compensated for the use of my/our image.

Thank you to all volunteers and sponsors for participating in the Adopt-A-Park program!





**ADOPT-A-PARK PROGRAM**  
**ACTIVITY REPORT FORM**

**Name of Organization:** \_\_\_\_\_

**Group Representative:** \_\_\_\_\_

**Address:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

**Adopted Park:** \_\_\_\_\_ **Date of Project Activity:** \_\_\_\_\_

**Number of Volunteers:** \_\_\_\_\_ **Estimated Hours Worked:** \_\_\_\_\_

**Describe Project Goals:** \_\_\_\_\_

**Describe Work Accomplished:** \_\_\_\_\_

**Suggestions for Improvements:** Return a

