



City of Mansfield
Adopt - A - Park Agreement

Name of Park: _____

Location: _____

Duration: _____

Adopting Group: _____

Contact Name: _____

Mailing Address: _____

Telephone #: _____

PLEASE COMPLETE AND RETURN THIS ENTIRE FORM TO THE MANSFIELD DEPARTMENT OF PUBLIC WORKS DIVISION OF PARKS TO RENEW OR ESTABLISH ADOPTION OF A CITY PARK.

TYPE OF ADOPTION AVAILABLE [Please check your preference(s).]

- _____ Litter Control
- _____ Existing flower bed planting and maintenance [including watering and paying for the cost of water]
- _____ Play equipment and pavilion care and maintenance
- _____ Mowing and trimming
- _____ Landscape improvements [e.g. construction, irrigation, planting of trees, etc.]

VOLUNTEERS

How many volunteers do you expect to help fulfill your adoption commitment? _____

ADOPT-A-PARK AGREEMENT

I/We agree to adopt the above named property of Mansfield, Ohio for a minimum of one calendar year; I/we agree to fulfill the minimum requirement of keeping our adopted area litter free; I/we agree to abide by the terms and conditions of the Adopt-A-Park Program as set forth on the back of this document.

Signature of Contact Person

Date

Signature of Public Works Director

Date

City of Mansfield Adopt-A-Park Program
Department of Public Works - Division of Parks
100 Brinkerhoff Ave, Mansfield, Ohio
419-522-9800

TERMS AND CONDITIONS

These terms and conditions are entered into by and between the City of Mansfield, hereinafter referred to as the "City", and the Adopting Group as listed on the reverse side, hereinafter referred to as the "Adopting Group".

WHEREAS, the City and the Adopting Group recognize the importance of clean and safe parks, and

WHEREAS, the City and the Adopting Group share the common goal of providing clean and safe parks;

NOW THEREFORE, in consideration of the mutual benefits to be derived, the City and the Adopting Group agree to the following terms and conditions.

A. The Adopting Group:

1. Shall be the volunteer caretaker of the park land set forth on the cover of this document to the extent requested.
2. Acknowledges that the Adopt-A-Park Program contemplated herein involves activities which because of their close proximity to street and traffic and the use of mechanical equipment are inherently dangerous and accepts the risks associated therewith.
3. Agrees to furnish all equipment necessary to carry out the activities set forth on the cover of this document [e.g. lawn mowers, edgers, rakes shovels, etc.] Such activities shall be done at least once a month from May 1st through October 31st.
4. Assumes all the risks of accident or injury and releases and forever discharges the City and its employees, officers and agents from any all liability for personal injury or property damage of any kind sustained in association with participation in the Program.
5. Agrees to indemnify and hold harmless the City, its employees, officers and agents from all liability loss and expense, including but not limited to damages, legal expenses and cost of defense in any matter arising from participation in the Program.
6. Agrees to have all participants of legal age complete and sign the Release and Waiver form, attached and incorporated into this Agreement by reference as if fully set out herein, as Attached A.
7. Agrees to have all minors participating in the Program and their parents or legal guardians complete and sign the Release and Waiver for Minor form attached and incorporated into this Agreement by reference as if fully set out herein, Attachment B.
8. Agrees that any volunteer group containing personnel under 18 years of age shall have adequate adult supervision. A minimum ratio of one adult for each four persons under 18 years of age is required. Persons under the age of 12 are prohibited and shall not be present at a work site.
9. Agrees not to perform any of the volunteer work contemplated by this Agreement under dangerous conditions including, but not limited to thunderstorms, fog, extreme heat, cold or darkness.
10. Agrees to place all tree limbs, debris, pulled vegetation and litter in piles near street and/or roadway access.

11. Agrees to prohibit all participants from trespassing on private property while engaged in any park maintenance activities contemplated by this Agreement.
12. Shall advise the Division of Parks of debris and litter accumulated for pick-up.

B. The City:

1. Shall conduct orientation and safety instruction for each Adopting Group.
2. Shall provide orange safety vests, trash and recycling bags or containers, pick-up and disposal of collected litter/debris.