

Mansfield City Parks Adopt-A-Park Agreement

Park: _____ Location: _____

Duration: _____ Adopting Group: _____

Contact Name: _____ Phone #: _____

Mailing Address: _____ Email: _____

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

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

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 this agreement.

Signature of Contact Person

Date

Signature of Public Works Director

Date

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 parkland 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 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, edger, 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 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 the 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, and pick-up and disposal of collected litter/debris.

Adopt-A-Park Program Volunteer Agreement, Release and Waiver Mansfield City Parks Department

In consideration of permission to participate in the Adopt-A-Park Program sponsored by the City of Mansfield Parks Department, hereinafter referred to as Sponsor, and recognizing that this program will involve activities which will entail the use of mechanical equipment which is inherently dangerous and because of the proximity to streets and street traffic, I, intending to be bound, hereby, for myself, my heirs, executors and administrators voluntarily assume all risks of accident or injury and release and forever discharge the Sponsor and their employees, officers and agents from all liability for personal injury or property damage of any kind sustained in association with participation in the program; whether such personal injury or property damage is caused by the negligence of the Sponsors or their employees officer, or agents, or otherwise.

I covenant and agree to indemnify and hold harmless the Sponsor, their employees, officers, and agents, from all liability, loss, and expenses, including but not limited to damages, legal expenses, and cost of defense, in any matter arising from my participation in the Adopt-A-Park Volunteer Program.

I further agree to abide by all applicable rules and regulations promulgated by the sponsor and agree to follow the instructions of all supervisors and/or instructors who are connected with this program.

Participant Signature: _____

Participant Printed Name: _____

Date: _____

_____ Check here if you are on medication or if health problems may affect participation in the Adopt-A-Park Volunteer Program.