

## **CITY OF HOMER ADOPT-A-PARK AGREEMENT**

This Agreement is made on \_\_\_\_\_ (date) by and between the individual noted below (Volunteer) and the City of Homer and is valid from the date above through \_\_\_\_\_ (date).

Volunteer's name:

Address:

Email address:

Phone/cell phone:

Affiliation (if with group);

Adopted park or trail:

Describe Adopter's basic responsibilities and work schedule for the months of June, July, and August:

Describe Adopter's basic responsibilities and work schedule for the months of September through May:

Describe other tasks that Adopter is willing to perform or assist with on a less frequent basis, if any.

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### **TERMS AND CONDITIONS**

The adoption of a park or trail will be in effect as long as the adopting group or individual is actively participating.

Regularly-scheduled inspection and maintenance of the park or trail will be reported to the City of Homer Parks and Recreation Division according to the schedule noted above. The City of Homer will provide trash bags and other basic supplies as needed, along with training/orientation.

Adopting groups or individuals will be recognized on the City of Homer website, by a sign at the park or trailhead (if they wish), and at an annual Adopt-a-Park appreciation event.

As a Volunteer, I intend to donate my services to the City of Homer, and the City of Homer intends to accept the donation of volunteer services. Both parties agree as follows:

- *I understand that as a Volunteer, I am not an employee of the City of Homer and am not entitled to receive salary, benefits, or other compensation.*
- *I understand that as a Volunteer, I do not qualify for workers' compensation benefits and understand I will be responsible for my own personal medical expenses for any injuries I incur while performing volunteer services.*
- *As a Volunteer, I agree to follow the supervision and direction of any personnel, employee, or volunteer to whom I have been assigned to perform services, and to participate in any training required by the City of Homer in order to perform the voluntary services.*
- *I am fully aware of the possible hazards of performing the volunteer services described above and I am aware that in performing such volunteer services I may incur personal injury, death and/or property damage. I understand that my volunteer services may include a variety of physical hazards, including but not limited to, steep and uneven terrain and the use of tools and equipment.*
- *I attest that I am physically fit, able, and qualified to perform the volunteer services described above. I agree to perform these volunteer services with knowledge of the risks involved and I hereby agree to accept any and all risks of injury, or death and/or property damage.*
- *As a Volunteer, I agree to release and hold harmless the City of Homer, its officers, agents, employees, and all other persons against loss or expense, including attorney's fees, arising from any and all claims, lawsuits, or actions I or, my heirs or legal representatives may have for bodily injury, death or property damage I may incur as a result of my volunteer services under this Agreement. This release does not apply to liability due to the sole negligence of the City of Homer.*
- *I understand the nature of the Volunteer assignment and I certify that I have taken all necessary precautions to participate in such activities.*

*I hereby grant the City of Homer permission to use my likeness in a photograph in any and all of its publications, including website entries, without payment or any other consideration. I understand and agree that these materials will become the property of the City of Homer and will not be returned. I am 18 years of age or older and am competent to contract in my own name. I have read this release before signing below and I fully understand the contents, meaning, and impact of this release. (PLEASE CHECK BOX)*

**IN CASE OF EMERGENCY, PLEASE CONTACT:**

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_

Telephone number: \_\_\_\_\_ Mobile phone number: \_\_\_\_\_

**The Volunteer has executed this Volunteer Service and Release Agreement as of the date below.**

**Printed name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**PARENTAL ENDORSEMENT TO BE COMPLETED IF THE VOLUNTEER/PARTICIPANT IS UNDER 18 YEARS OF AGE:**

*I certify that, as parent/guardian with legal responsibility for this Volunteer, I do hereby consent to and agree to his/her release as provided above, and for myself, my heirs, assigns, and next of kin, release and agree to indemnify and hold harmless the City of Homer, its agents, and employees from any and all liabilities incident to my minor child's voluntary participation to the fullest extent permitted by law.*

**Printed name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**CITY OF HOMER REPRESENTATIVE**

**Printed name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_