

Adopt-a-Greenway Agreement

On this ____ day of _____, 2019, the Monroe County Parks and Recreation Department (“MCPR”) enters into this Agreement with _____ (“Volunteer Group”) in consideration of the parties’ mutual desire to maintain and enhance community parks and facilities. The parties agree as follows:

1. MCPR Responsibilities.

- Identify trail section best suited for Volunteer Group.
- Manage the Release of Liability and Volunteer Agreement records.
- Acquisition, placement, and maintenance of adoption signs, as long as this agreement is in effect.
- Provide representative to serve as a liaison between the Volunteer Group and MCPR, if needed, for any communication pertaining to the program.

2. Volunteer Group Responsibilities.

- Work with MCPR liaison to select trail section.
- Obtain a signed Release of Liability Waiver from all participants and submit to MCPR
- Abide by safety rules provided in Exhibit A.
- Provide own necessary tools and protective equipment.
- Visit site at least once a month from April – September.
- Coordinate all pick-ups one week in advance with MCPR.
- Obtain garbage bags from MCPR.

3. Program Requirements.

- The trail section should be adopted for a minimum of one complete year.
- Adopters may either be an individual or a group, however Volunteer Group must identify one person to be the contact with a designated MCPR liaison.
- Minors under the age of 18 must have an adult working with them.

4. Indemnification.

Volunteer Group shall defend, indemnify and hold harmless MCPR from and against any and all liability, loss, claim, damage, demand, action, cause of action, suit, judgment, proceeding, cost or expense, including court costs and reasonable attorneys’ fees, which at any time after execution of this agreement may be brought, alleged or imposed which relates to and/or arises out of Volunteer Group’s actions that are the subject of this agreement. Notwithstanding the above, Volunteer Group’s indemnification obligations do not include any liability, loss, claim, damage, action, cause of action, suit, judgment, proceeding, cost or expense caused or contributed to by any negligence or misconduct of MCPR, its employees, contractors, agents, invitees, licensees or assigns.

5. Governing Law.

This agreement shall be governed in accordance with the laws of the State of Indiana. The venue for any litigation resulting from or related to this Agreement shall be Monroe County, Indiana.

IN WITNESS WHEREOF, the Volunteer Group and the Monroe County Parks and Recreation Department have executed this Agreement as dated below in two (2) counterparts, each of which shall be deemed an original.

By: John Robertson
Monroe County Parks and Recreation

By: Volunteer Group Representative

Date _____

Date _____

Adopt-a-Greenway Release of Liability Waiver

I, _____, for myself, my heirs, and my personal representatives hereby assume all risk of personal injury or death and property damage or loss from whatever causes arising while I am on Monroe County property and/or while I am engaged in activity within Monroe County parks and along Monroe County trails. Further, I release Monroe County, its officers, agents and employees from any liability therefore, directly or indirectly and will defend, indemnify and save harmless Monroe County, its officers, agents, and employees from any such liability, as described above in Paragraph 4. The consideration for my agreements herein is my being allowed to engage in the activity identified above. Further, I certify that I am over 18 years of age.

Dated this ___ day of _____, 2019

Signature

Signature

Printed Name

Printed Name

If participant is under the age of 18 years the following section must be completed.

I _____, being a parent of legal guardian of:
_____, a child, for myself, my heirs, and my personal representatives, hereby agree to defend, indemnify, and save harmless Monroe County, its officers, agents and employees, from any action brought of the above-named child arising out of the activity identified above. The consideration for my agreements herein is Monroe County allowing said child to engage in such activity. Dated this ___ day of _____, 2019

Exhibit A

- **Don't** pick up litter on the roadway surface at any time.
 - **Don't** pick up litter close to the edge of the road or on any medians. Stay on the right-of-way facing traffic any stay with your organization.
 - **Don't** pick up litter in construction or maintenance sites.
 - **Don't** do anything that will distract passing motorist or other volunteers.
 - **Don't** work during peak travel times when traffic is heavy. Contact Monroe County Parks and Recreation for a suitable and safe schedule. Never schedule pickups during evening hours.
 - **Don't** participate in litter pickups when under the influence of alcohol, drugs or prescription medications.
 - **Don't** leave children or pets locked in vehicles at work locations.
 - **Don't** pick up materials which you suspect to be hazardous. Dial 911 immediately.
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- **Do** wear lights or bright colored protective clothing, hard-soled shoes and sturdy work gloves.
 - **Do** work only in daylight and fair weather.
 - **Do** coordinate all pickups one (1) week in advance with the Parks and Recreation Department.
 - **Do** make sure that all volunteers are familiar with these safety precautions.
 - **Do** make sure all advance warning signs are properly placed.
 - **Do** designate one volunteer to watch the activities of all other volunteers to insure proper safety practices are being followed.

Safety Tips

- Don't overexert yourself. Take breaks, drink liquids, and dress appropriately for the weather.
- Carpool to pick up sites to keep the number of vehicles on the roadside to a minimum. Use parking lots, side streets and wide spots whenever possible.
- Use sun screen and wear a hat.
- Stay alert for snakes and noxious weeds and avoid them.
- Stay alert for traffic when crossing streets and driveways.