

# VOLUNTEERING ORGANIZATION APPLICATION FOR ADOPTING A PARK FOR LANDSCAPING OR LITTER ABATEMENT

I. The following information must be provided for review and approval before adopting a park within the City for the purpose of landscaping and/or litter cleanup by a volunteer organization.

Name of Organization:	
Organization Address:	
Contact Person:	Telephone No:
Mailing Address:	
Email Address:	
Responsible Party (if other than above):	Telephone No:
II. Provide the name and description of the l volunteer organization wishes to adopt for la and the exact nature of work and/or improve	andscaping, watering and/or clear litter,
Identify Park (with name and address) and Des	cribe Park Site Selected:
Project Description/Worked Planned: <i>Applican time frames</i> . <i>They may select one or all time fr</i> Quarterly:	•
Monthly:	
Weekly:	



By execution of this application and in consideration of being allowed to participate in this project, Organization/Applicant agrees to indemnify and hold harmless the City of Corpus Christi and its officers, officials, employees, representatives, and agents (collectively, the "City") from and against any and all claims, demands, actions, damages, liabilities, losses, cost, expenses, and judgments, including court costs and all reasonable attorneys' fees, recovered from and asserted against the City on account of injury or damage to persons or property (including, without limitation on the foregoing, workers' compensation, death, and premises defects) to the extent any such injury or damage may be incident to, arise out of, or be caused by, either proximately or remotely, wholly or in part, an act or omission, negligence, or misconduct on the part of the City or on the part of the Organization/Applicant or any of its employees, servants, members, patrons, guest, licensees, or invitees entering upon the property to use, occupy, maintain, or improve the property under the scope of this application or in violation of any law, ordinance, or governmental order of any kind. Organization/Applicant agrees that these terms of indemnification are effective upon the final execution of this application and whether such injury or damage may be caused by or result from the sole negligence, contributory negligence, or concurrent negligence of the City but not if such injury or damage may be caused by or result from the gross negligence or willful misconduct of the City. Furthermore, Organization/Applicant agrees that, in case the city or any of its officers, officials, employees, representatives, or agents is made a party to any litigation against the Organization/Applicant or in any litigation commenced by any party other than the Organization/Applicant, shall, upon receipt of notice and at its own expense, investigate all claims, demands, or lawsuits, attend to their settlement or

Other disposition with counsel satisfactory to the City Attorney, and pay all charges of attorneys and other costs and expenses of any kind whatsoever. The provisions of this indemnification survive the termination of expiration of this application. Applicant shall be responsible for complying with conditions listed in City Code of Ordinances Chapter 36, Section 36-12, procedures for Adopting A Park, Section of Public Right Of Way for landscaping or litter abatement by volunteer organizations which is attached and incorporated by reference.

#### VI. Applicant Acknowledgement:

Δ	11	improvements mu	ct	he nre-annroved	lł	hv T	Director or	decignee
ਯ.	и	IIIIDI OVEIHEIRIS IIIU	ot.	DE DIE-abbitorei	LI	UVL	MICLUM OI	ucsience.

Would you be willing to help with the cost of the official Adopt-A-Park sign?

Yes	No	



Organization Coordinator:	Date:	
Printed Name:	Telephone No:	
Organization:		
Staff Issuing:	Date:	
IV. APPROVALS:	Final approval date:	
Director, Parks & Recreation	Date:	_
Director, 1 aires & Recreation	Date:	_
Director, Risk Management		

A signed, dated, and approved copy of this application serves as the issued permit until expiration. Permit will remain in effect one year from date of final approval.

Return to the Corpus Christi Parks & Recreation at 1201 Leopard Street, Corpus Christi, TX 78401 (mail to PO Box 9277, Corpus Christi, Tx 78469-9277)
Attention: Lisa Oliver, LisaO@cctexas.com, (361) 826-3132



## Procedures For Adopting A Park Regarding Landscaping Or Abatement By Volunteer Organizations

"The following procedures and guidelines are established for adopting a public park within the city for the purpose of landscaping and litter cleanup by a volunteer organization:

- 1. Any volunteer organization desiring to adopt a section of a public park to assist with landscaping, litter cleanup, and/or park improvements such as benches, playscape and other park amenities, shall file an application with the city director of parks and recreation in writing.
- 2. The application shall contain an accurate description of the location of the public park for which the volunteer organization wishes to spot landscape or clear litter, and the exact nature or work planned.
- 3. Upon receipt of the application, the city director of parks and recreation shall present it to the director of engineering, and the safety and risk manager to request concurrence with the planned work.
- 4. On determination that all those named in subsection (3) are in agreement to the volunteer organization's request, the city director of parks and recreation shall issue a permit to the volunteer organization to perform the approved work. The adoption period shall be one (1) year, and it is requested that there be a general cleanup effort a minimum of four (4) times during the adoption period at regular intervals.
- 5. The volunteer organization shall conduct a safety meeting with its volunteers prior to each work cycle, with a representative of the city parks and recreation department.
- 6. Use of motor-driven equipment must be reviewed and approved by the city director of parks and recreation prior to planned use.
- 7. Project identification signs will be provided and installed by the city department of parks and recreation and will remain in place through the duration of the project adoption period.
- 8. Trash sacks will be furnished by the city, and will be removed from the street section and transported to waste sites by the city.
- 9. The volunteer organization shall be responsible for furnishing adequate adult supervision for participants of a group who are sixteen (16) years of age or younger, at the ratio of one (1) adult per five (5) participants under the age of sixteen (16)."



### RELEASE OF LIABILITY AGREEMENT AND COVENANT NOT TO SUE And PHOTO/STORY RELEASE

By signing this document you will waive legal rights, including the right to sue.

I am aware that participating in the adoption of a section of public right of way and the landscaping and litter abatement in a public right of way may involve dangers and risks including, but not limited to, the danger and risk of collision with oncoming traffic, other participants or manmade objects (landscaping and litter pick-up tools), and the risk of serious injury, and/or death and/or property damage. I freely accept and fully assume all such dangers and risks. In consideration of the City of Corpus Christi, its officers, officials, employees, representatives, and agents (collectively, the "Releasees"), permitting my participation in the adoption of a section of right of way, I further agree as follows:

- 1. To waive any and all claims that I may have against the Releasees;
- 2. To release the Releasees from any and all liability from any loss, damage, injury or expense that I may suffer or that my next of kin may suffer as a result of my participation in the adoption of, and the landscaping and/or litter abatement on, a section of public right of way due to any cause whatsoever, including any negligence of the Releasees or otherwise;
- 3. To hold harmless and indemnify the Releasees from any and all liability for any property damage or personal injury to any third-party, resulting from my participation in the adoption of, landscaping and/or litter abatement on a section of public right of way; and
- 4. This release of liability shall be effective and binding on my heirs, next of kin, executors, administrators, and assigns in the event of participant's death.
- 5. I warrant that I am in good physical health and I have no physical condition that may affect my performance or my ability to perform landscaping and litter abatement that may create a greater risk of injury.

I have read and understood this release of liability prior to signing it, and am aware that by signing this release of liability I am waiving certain legal rights which I or my heirs, executors, administrators and assigns may have against the Releasees.

(If Volunteer is under 18, the Parent or Guardian must sign below along with volunteer.)

As the Parent or Guardian of a volunteer I agree to execute this release of liability on behalf of volunteer. I acknowledge the risks and dangers associated with the adoption of, and the landscaping and/or litter abatement on, a section of public right of way and I voluntarily accept and assume liability and the possibility of injury, damage, death or



loss resulting there from on behalf of the Volunteer. I waive any and all claims and agree to release, hold harmless and indemnify the City of Corpus Christi, and its officers, officials, employees, representatives, and agents (collectively, the "City" and the "Releasees") on behalf of Volunteer.

#### PHOTOGRAPHY/STORY RELEASE

I hereby give the City of Corpus Christi, its successors and assigns and those acting under its permission or upon its authority, the unqualified right and permission to reproduce, copyright, publish, circulate or otherwise use my name and/or photographic likeness, voice or words of the participant; still, single, multiple or moving; in which I may be included in whole or in part, or composite.

I waive any right to inspect and approve the finished product or copy that may be used or the use to which it may be applied. This authorization and release covers the use of said materials in any published or broadcast form (television, radio, films, newspaper, magazines), Web pages, with any medium of advertising, publicity or trade in any part of the world for the purpose of advertising or communicating the purposes and activities of the City of Corpus Christi and in appealing for funds to support such activities. Furthermore, I, for myself, my heirs, executors, administrators, or assigns, transfer to the organization, its successors and assigns, all of my rights, title and interests in and to all representatives of the organization.

I hereby warrant that I am of full age, or the parent/legal guardian of the child/minor named below and have every right to contract in my own name in the above regard. I state further that I have read the above authorization, release and agreement prior to its execution and that I am fully familiar with the contents thereof.

1.	Name(Print)	Signature	Date
	Please circle one (Volunteer o		
2.	Name(Print)Please circle one (Volunteer o	Signature or Parent/guardian)	Date
3.	Name(Print) Please circle one (Volunteer o	Signature or Parent/guardian)	Date
4.	Name(Print) Please circle one (Volunteer o	Signature or Parent/guardian)	Date
5.	Name(Print)Please circle one (Volunteer o	Signature or Parent/guardian)	Date
6.	Name(Print)	Signature or Parent/guardian)	Date
7.	Name(Print)	Signature or Parent/guardian)	Date



8.	Name(Print)	Signature	Date
	Please circle one (Volunte		
9.	Name(Print)	Signature	Date
	Please circle one (Volunte	eer or Parent/guardian)	
10.	Name(Print)	Signature	Date
	Please circle one (Volunte	eer or Parent/guardian)	
11.	Name(Print)	Signature	Date
	Please circle one (Volunte	eer or Parent/guardian)	
12.		Signature	Date
	Please circle one (Volunte	eer or Parent/guardian)	
13.		Signature	Date
	Please circle one (Volunte	,	
14.	Name(Print)	Signature	Date
	Please circle one (Volunte	eer or Parent/guardian)	
15.		Signature	Date
	Please circle one (Volunt	,	
16.	Name(Print)	Signature	Date
	Please circle one (Volunte	,	
17.	Name(Print) Please circle one (Volunto	Signature	Date
	`	,	
18.	Name(Print)	Signature	Date
	`	,	
19.	Name(Print)Please circle one (Volunte	Signature eer or Parent/guardian)	Date
20		<u> </u>	<b>D</b>
20.	Name(Print) Please circle one (Volunte	Signature eer or Parent/guardian)	Date
21	,	,	D-4-
∠I.	Please circle one (Volunte	Signatureeer or Parent/guardian)	Date
22	Name(Print)	Signature	Date
<i></i> .	Please circle one (Volunte	eer or Parent/guardian)	Datc



Park Site	Corpus Christi Parks & Recreation Department																															
Month	Adopt-A-Park Volunteer Service Sign-In Sheet																															
Name	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Tota
1																																
2																																
3																																
4																																
5																																
6																																
7								Т																								
0																																
8																																
9																																
10																												_				
																												To	tal Ho	urs		
																												CCF	PARD	Volunt	teer O	ffice

1201 Leopard Street Corpus Christi, TX 78401 Phone: (361) 826-3132 Email: lisao@cctexas.com



Date

Signature

Park Staff