



ADOPT-A-PARK

Adoption Agreement

Adopt-A-Park Participant (or Group): _____

Group Contact Person (if applicable): _____

Mailing Address: _____

Phone Number: _____ Alternate Phone Number: _____

Email Address: _____

Park Adopting: _____ Area interested in Maintaining: _____

Duties (Scope of Work): _____

Work Schedule: _____ Total Weekly Hours: _____

TERMS AND CONDITIONS

Term: Subject to City's right to terminate, this agreement shall be in full effect for the following term:

From _____, _____ Until _____, _____

1. **Conditions:**

- a) The participant(s) shall develop and follow a regular schedule of maintenance of the property as agreed upon by the Public Works Department and report any park hazards to City staff.
- b) The contact person shall report all hours volunteered to the Adopt-A-Park Coordinator.
- c) Each individual participant must sign the City of Temecula's Volunteer Waiver of Liability Form.
- d) The City of Temecula may photograph or videotape the events or activity in which the participant is participating for the purpose of promoting the City of Temecula and its services/programs, with the following understanding that no compensation of any kind will be paid to the participant.

2. **Access:** Volunteers are allowed access to City property for the purpose of carrying out the terms of this agreement.

The Department reserves the right to terminate this agreement and remove the Adopt-A-Park sign when in the sole judgment of the Department, it is found that the Adopter has not met the terms and conditions of this agreement.

ADOPT-A-PARK PARTICIPANT

CITY OF TEMECULA

Signature

Signature of Adopt-A-Park Staff/Title

City of Temecula | 41000 Main St, Temecula, CA 92591 | (951) 694-6480 | www.temeculaCA.gov/TCSD



CITY OF TEMECULA LIABILITY WAIVER

I intend to participate in the "Adopt-A-Park Program" (the "Activity"). I understand that participating in the Activity may involve a risk of personal injury, including accidental death.

I, for myself, and my heirs, executors, and assigns, **waive, release and discharge** the City of Temecula, and its officials, officers, agents, employees, and volunteers (collectively "the City") from any and all claims for damages for death or personal injury to the maximum extent permitted by law, which I may have, or which may hereafter accrue to me, which are related to, arise out of, or are in any way connected with, participating in the Activity, **even though that liability may arise out of active negligence or carelessness on the part of the the City.**

I, for myself, and for my heirs, executors, and assigns, **agree to defend, indemnify and hold harmless** the the City of Temecula, and its officials, officers, agents, employees, and volunteers from any and all liability, claims, demands, or actions, to the maximum extent permitted by law, whether personal to me or to a third party, which are related to, arise out of, or are in any way connected with, participating in the Activity, **even though that claim, demand or action, may arise out of active negligence or carelessness on the part of the the City.**

I understand that by signing this document I am, among other things, giving up the right to sue the City of Temecula, and its officials, officers, agents, employees, and volunteers.

I give permission to the City of Temecula to photograph, film or videotape me or otherwise use my likeness in publicity material or publications, and will not seek compensation of any type or amount for such use.

In case of accident or other emergency, the City of Temecula is authorized to secure medical care deemed necessary. I agree to pay any and all costs incurred as a result of said treatment.

I acknowledge and certify that I have had sufficient opportunity to read this entire document, that I understand its contents, that I execute it freely, intelligently and without duress of any kind, and that I agree to be bound by its terms.

First Name _____ Last Name _____

Address _____

City _____ State _____ Zip _____

Day Phone _____ Evening Phone _____ Cell Phone _____

Signature _____ Date _____



CITY OF TEMECULA

MINOR'S LIABILITY WAIVER (Under Age 18)

The minor whose name appears below ("the minor") intends to participate in the "Adopt-A-Park Program" (the "Activity"). I understand that participating in the Activity may involve a risk of serious personal injury or death.

I, in my capacity as parent/guardian of the minor, for the minor child, and his/her heirs, executors and assigns, **waive, release and discharge** the City of Temecula, and its officers, agents, employees, and volunteers (collectively "the City"), from any and all claims for damages for death, personal injury or property damage to the maximum extent permitted by law which he/she may have, or which may hereafter accrue to him/her, which are related to, arise out of, or are in any way connected with, participating in the Activity, **even though that liability may arise out of active negligence or carelessness on the part of the City.**

I, in my capacity as parent/guardian of the minor, on behalf of the minor, and his/her heirs, executors, and assigns, **agree to defend, indemnify and hold harmless** the City from any and all liability, claims, demands, or actions, whether personal to the minor or to a third party, which are related to, arise out of, or are in any way connected with, participating in the Activity, **even though that claim, demand or action, may arise out of active negligence or carelessness on the part of the City.**

I understand that by signing this document the minor is, among other things, giving up the right to sue the City of Temecula, and its officers, agents, employees, and volunteers.

I give permission to the City of Temecula to photograph the minor or otherwise use the minor's likeness for use in the City of Temecula's publicity material or publications, and will not seek compensation of any type or amount for such use.

In case of accident or other emergency, the City of Temecula is authorized to secure medical care deemed necessary. I agree to pay any and all costs incurred as a result of said treatment.

I acknowledge and certify that I have had sufficient opportunity to read this entire document, that I understand its contents, that I execute it freely, intelligently and without duress of any kind, and that I agree to be bound by its terms.

Guardian's First Name _____ Last Name _____

Minor's First Name _____ Last Name _____

Address _____

City _____ State _____ Zip _____

Day Phone _____ Evening Phone _____ Cell Phone _____

Signature of Guardian _____ Date _____

