**Adopt-a-Greenway Agreement**

On this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_, the Monroe County Parks and Recreation Department (“MCPR”) enters into this Agreement with \_\_\_\_\_\_\_ (“Volunteer”) 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.
* 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 and MCPR, if needed, for any communication pertaining to the program.
* Manage and organize volunteer kit. Kit includes: basic hand tools, trash bags, latex-free gloves, gardening gloves, trash grabbers, safety vest, invasive species ID, and backpack

**2. Volunteer 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.**
* Monitor and complete duties listed in **Exhibit B** to the best of the volunteers’ abilities
* Communicate and coordinate check out/check in of volunteer kit (see MCPR Responsibilities for list) and report any damage to kit items
* May provide and use own necessary tools and protective equipment
* Visit site at least once a month from March – September.
* Report any invasive species, or hazardous environments to 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 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.**

Each party agrees to indemnify, defend and hold harmless the other party against claims arising out of the negligence or misconduct of the indemnifying party. It is the intent of this Agreement that each party shall be responsible for its own negligence and shall hold the other party harmless from claims arising from that negligence. This provision is binding on assignees or successors to the parties to this Agreement as well as the parties’ insurers. Volunteer hereby releases the County of Monroe, MCPR, its employees, agents, sponsors, officers, vendors and assigns from liability for personal injuries.

**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 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: Autumn Brunelle By: Volunteer Group Representative

Monroe County Parks and Recreation

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, whether or not arising out of negligent or willful actions or the failure to act on the part of the County, its officers, agents and employees. The consideration for my agreements herein is my being allowed to engage in the activity identified above. **Volunteers shall comply with all COVID-19 Orders issued by the Governor of Indiana and the Monroe County Health Officer. Volunteers shall follow related recommendations, including social distancing and wearing a face mask or shield as directed. Failure to do so may result in Volunteers being asked to leave Monroe County Property.** Further, I certify that I am over 18 years of age.

Dated this \_\_\_day of\_\_\_\_\_\_, 20\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

MCPR Signature Volunteer 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 \_\_\_\_\_\_\_\_\_, 20\_\_\_

**Exhibit A**

* **Do NOT** pick up litter on the roadway surface at any time
* **Do NOT** 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
* **Do NOT** pick up litter in construction or maintenance sites
* **Do NOT** do anything that will distract passing motorist or other volunteers
* **Do NOT** 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
* **Do NOT** participate in litter pickups when under the influence of alcohol, drugs or prescription medications
* **Do NOT** leave children or pets locked in vehicles at work locations
* **Do NOT** pick up materials which you suspect to be hazardous. Dial 911 immediately
* **Do** wear lights or bright colored protective clothing, hard-soled shoes and sturdy work gloves
* **Do** clean all tools and shoes after working with invasive species to prevent spread
* **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** designate one volunteer to watch the activities of all other volunteers to insure proper safety practices are being followed

**Safety Tips**

* Do NOT 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
* Do periodic tick checks while working outdoors. Wearing light colored clothing assists in spotting ticks. Make sure to wear long pants, long socks, and long sleeves for best protection
* Stay alert for snakes and noxious weeds and avoid them
* Stay alert for traffic when crossing streets and driveways
* Always call MCPR if you have any questions or concerns

**Exhibit B**

Adopt-A-Greenway Volunteer Duties:

* Walk and observe the adopted section of trail at least once a month (more frequent visits are encouraged!)
* Remove any trash and sticks from trail
* Report unusual or suspicious events on the trail included graffiti, vandalism, and/or maintenance needs
* Assist in management of invasive species to the best of the volunteer’s ability while following safety guidelines provided by MCPR employees. Management may include pulling, small cuttings, and/or flagging locations for MCPR employees to manage.