



**ADOPT-A-PARK**  
LITTER CONTROL  
HOLD HARMLESS AGREEMENT

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Locator # \_\_\_\_\_

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Group Leader	Organization/Group Name	Phone
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Address	City	Zip
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Person (not participating) to be notified in case of an Emergency	Relationship	Phone
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Address	City	Zip
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By SIGNING BELOW I READ AND I UNDERSTAND the rights, responsibilities and privileges of participation in the Adopt-a-Park Program and I AGREE:

I am participating and am under control of our volunteer group and not the City of Coachella. I agree to abide by the terms and conditions of the group's agreement with the City of Coachella. (The group leader will have a copy of this agreement with him/her on the job site for you to review.)

I recognize that this program will expose participants to the public park being cleaned, as well as other potential hazards as described in more detail in the group's agreement with the City of Coachella. I further agree that, in consideration for the City of Coachella's disposal of litter collected in this cleanup, the permanent sign furnished and installed with the Organizations name or acronym at the adopted area, media exposure, and other related efforts by the City Coachella, I, including anyone authorized to act on my behalf, will save and hold harmless, protect and defend the City of Coachella, its agents, employees and officials from liability for damages or injury resulting from my participation in the program.

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<b>Name (print)</b>	<b>Signature of Participant, or Parent/Guardian if program participant is under 18 yrs. of age.</b>	<b>Date</b>
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## ADOPT-A-PARK

### RELEASE, WAIVER AND INDEMNITY AGREEMENT

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For and in consideration of permitting \_\_\_\_\_ (“Volunteer”) to participate in the Adopt-A-Park Program, and to the furthest extent by law, Volunteer agrees to release, indemnify, hold harmless and defend the City of Coachella and its officers, officials, agents, employees and volunteers (hereinafter referred to as “City”) from and against any and all loss, liability, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by City, Volunteer or any other person, and from any and all claims, demands and actions in law or equity (including attorney’s fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of Volunteer’s participation in the Adopt-A-Park Program. VOLUNTEER AGREES TO ASSUME THE RISK OF PERSONAL INJURY, PROPERTY DAMAGE AND/OR WRONGFUL DEATH TO HIMSELF/HERSELF WHILE PARTICIPATING IN THE ADOPT-A-PARK PROGRAM AND HE/SHE DOES HEREBY VOLUNTARILY RELEASE THE CITY FROM, AND DOES WAIVE ANY RIGHT OF ACTION OR CLAIM FOR, ANY LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE AND/OR WRONGFUL DEATH CAUSED BY AN OF THEIR NEGLIGENCE.

The Undersigned, for him/herself, his/her heirs, executors, administrators or assigns agrees and understands that participating in the Adopt-a-Park Program does not make him/herself an employee of the City of Coachella and does not grant them any right, title or interest in any Workers’ Compensation benefits offered employees of the City of Coachella. Further the Undersigned, for him/herself, his/her heirs, executors, administrators or assigns waives and relinquishes any interest or right to claim any interest in the City of Coachella employment benefits offered employees of the City by reason of any common law employee rights theory or similar employment entitlements of any kind.

City shall be reimbursed for all costs (including attorney’s fees and legal expenses) incurred by City in enforcing this Agreement.

This Agreement shall survive the Volunteer’s participation in the Adopt-A-Park Program.

The undersigned agrees that the contents of this document shall be binding upon his/her heirs, executors, administrators and assigns.

The undersigned acknowledges that he/she (i) has read and fully understands the content of this Release, Waiver and Indemnity Agreement; (ii) is aware that this is a release of liability; (iii) has been fully and completely advised of the potential dangers incidental to participating in the Adopt-A-Park Program; (iv) has had the opportunity to consult with his/her attorney, in his/her discretion; and (v) is fully aware of the legal consequences of signing this document.

\_\_\_\_\_  
Signature of Volunteer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date