

# Adopt-a-Site



A Volunteer-Based Program

## Building vibrant communities through volunteers

The Port Aransas Parks & Recreation Department welcomes community volunteers and corporate partners to participate in its Adopt-a-Site program.

The Department maintains over 1,400 acres that provide open space and recreation areas and facilities in Port Aransas. While our staff works diligently to care for the vast system, we also invite volunteers to help keep our city beautiful and safe for the enjoyment of residents and visitors.

Whether you are an army of one or 100, we have ample opportunities to contribute to the well being and enhancement of our park system. The Adopt-a-Site program allows small businesses, community groups and civic-minded individuals to dedicate time, talent and treasure to the maintenance and development of Port Aransas' park system.

The program is flexible to suit your and your organization's capacity to contribute. From regularly scheduled clean-ups to building play equipment to planting flowers and other landscape enhancements, there is truly something or some place to pitch in and help.

**The Adopt-a-Site program is a meaningful way for businesses, groups and volunteers to showcase their commitment to this community.** In effort to herald this pledge and promote further adoptions, the Department will provide a sign at each adopted site acknowledging a group's contribution and commitment.

**The first step towards adopting a site is completing the application** (PDF file). Once you have selected a site and completed the application, submit a copy to the Parks and Recreation Office and the process towards adopting a site will begin thereafter.

Our park system, and the people who enjoy it, are vital components of Port Aransas. We hope you will help to build a vibrant community through volunteering.

We invite you **Live. Learn. Play!**

# Adopt-a-Site

Building vibrant communities through volunteers



## **VOLUNTEERING ORGANIZATION APPLICATION FOR ADOPTING A SITE FOR LANDSCAPING OR LITTER ABATEMENT**

**I. The following information must be provided for review and approval before a volunteer organization can adopt a site within the City for the purpose of landscaping and/or litter cleanup.**

Name of Organization:

Organization Address:

Contact Person:

Telephone No:

Mailing Address:

Email Address:

Responsible Party:

Telephone No:

*(if other than above)*

**II. Provide the name and description of the site, or partial site, that the volunteer organization wishes to adopt for landscaping, watering and/or clearing litter and the exact nature of planned work and/or improvements .**

Identify Site (with name and address) and Describe Site Selected:

Project Description/Worked Planned: *Applicants do not need to plan work in all three time frames. They may select one or more time frames if appropriate for their organization.*

Quarterly:

Monthly:

Weekly:

**III. Hold Harmless agreement**

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 Port Aransas and its officers, officials, employees, representatives, and agents (collectively, the "City") from and against any and all claims, demands, actions, damages, Facilities, 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, guests, 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 or expiration of this application. Applicant shall be responsible for complying with conditions listed in the City Ordinances Article IV, Chapter 16-141, Section d, *landscaping/decorative item(s) in a city right of way* for landscaping or litter abatement by volunteer organizations which is attached and incorporated by reference.

**IV. Applicant Acknowledgement**

**All improvements must be pre-approved by the Director of Parks and Recreation or designee.**

Organization Coordinator \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Telephone No: \_\_\_\_\_

Organization: \_\_\_\_\_

***Staff Acknowledgement:*** \_\_\_\_\_ ***Date:*** \_\_\_\_\_

**V. APPROVALS:**

**Final Approval Date:** \_\_\_\_\_

Director, Parks & Recreation

Date:

Director, Public Works

Date:

City Secretary

Date:

City Manager

Date:

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

**Return to the Port Aransas Parks & Recreation Department**

**Attention: David Hyde, Director**

**710 W Avenue A**

**Port Aransas, TX 78373**

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

## Procedures for Adopting a Site for Landscaping Or Abatement by Volunteer Organizations

The following procedures and guidelines are established for adopting a public park/area 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 in writing with the City Director of Parks and Recreation.
2. The application shall contain an accurate description of the location of the public park/area 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 Public Works and the City Secretary to request concurrence with the planned work.
4. On determination that all those named in subsection (3) are in agreement with 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 *maximum* 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.
  - a. 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.
7. Trash sacks will be furnished by the city and will be removed from the street section and transported to waste sites by the city.
8. 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 Port Aransas, 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 Port Aransas, 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 Port Aransas, 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 Port Aransas 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 or Parent / guardian)

2. Name (Print) \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

Please circle one (Volunteer or Parent / guardian)

3. Name (Print) \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

Please circle one (Volunteer or Parent / guardian)

4. Name (Print) \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

Please circle one (Volunteer or Parent / guardian)

5. Name (Print) \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

Please circle one (Volunteer or Parent / guardian)

6. Name (Print) \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

Please circle one (Volunteer or Parent / guardian)

7. Name (Print) \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

Please circle one (Volunteer or Parent / guardian)

*(please use additional sheets as needed to complete the volunteer list)*