

ADOPT-A-PARK - PROJECT APPLICATION



THIS APPLICATION, submitted _____, 20____, to the City of Sault Ste. Marie, MI, whose address is 225 E. Portage Ave, Sault Ste. Marie, MI, (hereinafter referred to as the “City”), and

Group Name: _____

Group Representative _____

Group Mailing Address: _____

Group E-Mail Address: _____

Group Telephone Number: _____
(hereinafter referred to as the “Group”).

This document shall serve as an application for approval until executed by both the City and the Group.

WHEREAS; the City has responsibility for operation and maintenance of such City Parks and streets; and

WHEREAS; the City is authorized to contract the private sector for performance of certain duties; and

WHEREAS; the Group is desirous of adopting a section of the following Park, trail section or public place at:

to conduct enhancements and other related activities described here: (attach additional document/maps)

Do your park adoption activities have a \$_____ amount proposed for any improvements?

NOW, THEREFORE, the Group proposes to adopt the above-mentioned specific Park, trail section or public place for related activities. It shall be reviewed by the City, based on the scope of the work, it shall be determined if a Memorandum of Understanding and/or a Donation Policy Application is required.

The Group's responsibility shall be as follows and any co-sponsors shall be jointly and severally responsible for Program compliance relative to all activities and obligations of the Group:

- (1). For a one-year period from the date of execution of this document by the City, to conduct Program activities along the designated park, trail section or public space in accordance with Program requirements. Renewal shall require the completion of a new application.
- (2). To provide a designated coordinator for all activities. The Group's coordinator shall advise the City in the event that the Group no longer wishes to participate in the Program.
- (3). To schedule the date and time of all Program activities throughout the City.
- (4). To use appropriate disposal at a designated location or locations as prescribed by the City.
- (5). To use safety equipment as prescribed by the City.
- (6). To not subcontract or assign its duties and responsibilities to any other person, group, organization, or enterprise.
- (7). To not enter private property during Program activities.
- (8). To obey and abide by all laws and regulations relating to safety and such other terms and conditions as may be required by the City.
- (9). To provide one adult for every six participants of a Group who are seventeen years of age or younger.
- (10). To be responsible for each participant of the Group to wear approved safety equipment during activities.
- (11). To be responsible for prohibiting participants from either possessing or consuming alcoholic beverages or illicit drugs while on the adopted section and performing tasks associated with the activities and to ensure that participants have not consumed an any alcoholic beverage of any type or nature in the eight hours prior to engaging in activities authorized under this Agreement and to ensure that participants be fit to accomplish work and to not be under any medical care or taking any prescribed drugs that would debilitate them from safely engaging in activities.
- (12). To provide a proper first aid kit and adequate drinking water for Program participants who are participating in the activities.
- (13). To keep records of an individual release of liability agreement for each participant and the parent or guardian of each participant who is a minor on behalf of the minor.
- (14). The Group covenants and agrees that it will indemnify and hold harmless City and its officials, officers, agents and employees from any and all claims, losses, damages, costs, charges, liabilities and expenses arising out of any act, action, neglect or omission by the Group, or any member thereof, during the performance of this Agreement, whether direct or indirect, and whether to any person or property to which the City or said parties may be subject.
- (15). The City may require the Group to procure and maintain insurance coverage that relates to Program activities.

Group Representative

Date

Tyler Perron, Public Services Director
City of Sault Ste. Marie

Date



City of Sault Ste. Marie Adopt a Park Release of Liability

Name: _____ **Circle Age:** 16 & under / 17 & older

Address: _____

Email: _____ **Phone:** _____

I, the undersigned, will be participating in physical activities associated with the City of Sault Ste. Marie Adopt a Park program.

I understand that there are risks involved in participating in any activities and hereby assume all risk of injury, harm, damage, or death in correlation with my participation in activities. I understand and agree that neither City of Sault Ste. Marie, their employees, directors, commissioners, or administrators may be held liable in any way for any injury, harm, damage, or death, which may occur while participating in activities and hereby release City of Sault Ste. Marie, their employees, directors, commissioners, or administrators from any responsibility of injury, harm, damage, or death which may occur while I am participating in activities. To the fullest extent permitted by law, I agree to save and hold harmless City of Sault Ste. Marie, their employees, directors, commissioners, or administrators from any claim by myself or estate, heirs, successors, assigns, or other person, arising out of my participation in activities with the City of Sault Ste. Marie.

I authorize city of Sault Ste. Marie through its employees, directors, or representatives to render or obtain such emergency medical care or treatment for me as may be necessary should any injury, harm or accident occur while participating in activities with the City of Sault Ste. Marie.

I understand and acknowledge that City of Sault Ste. Marie does not provide health or medical insurance in connection with any activities and I agree that I will be financially responsible for any bills incurred as a result of medical treatment, including emergency medical treatment and/or transportation to a medical facility in connection with my participation in any activities at the City of Sault Ste. Marie parks, facilities or offsite activities with the City of Sault Ste. Marie.

Executed this _____ **day of** _____ **20** _____

Signature: _____

Printed Name: _____

Witness: _____