

ADOPT-A-PARK PROGRAM

CITY OF APALACHICOLA

The citizens of Apalachicola are encouraged to take part in making our parks more beautiful and functional through the new Adopt-A-Park program. Citizens, groups, churches and other organizations can demonstrate their pride in the community as they clean and beautify our city spaces. Community member's voluntary efforts will supplement the city's maintenance department, stretching tax dollars so that more can be accomplished.

Who Can Adopt-A-Park?

Any civic-minded individual, group or organization can adopt a City park. Garden clubs, corporations, Scout groups, student organizations, social clubs, youth sports organizations, families, businesses, churches, and homeowner associations are just a few examples. Adult supervision must be provided for Adopt-A-Park volunteers less than 18 years of age. Specific guidelines outlined by the City will be followed in selection of the volunteers. City staff will supervise the program. The term for adoption is one (1) year, renewable, if desired. City staff will assist individual volunteers to join with other individuals or groups for participation in the program.

What Are The Responsibilities of an Adopting Organization?

For a period of one year, the adopters will commit to enhancing and maintaining the designated park through approved projects that will enhance the beauty of the park. Although needs at parks may differ, some of the activities the adopters agree to do will include:

- monitoring the park for safety conditions
- pruning and clearing
- preparing and planting flower beds
- picking up trash
- weeding, raking playground and landscape areas
- sweeping and cleaning shelters
- cleaning playground equipment
- cleaning picnic tables
- mulching trees and shrubs
- trailblazing
- reporting vandalism and graffiti

Adopters may also assist with special projects such as

- graffiti cover up
- painting
- light landscaping

What is the cost to adopt a park?

There is no charge to adopt a park; however the adopter may have some expenses for providing their own tools. These items will not be reimbursed by the City. Trash bags and other items used in cleanup, mulch and plant materials will be provided by the city.

What is required to adopt a park?

- Identify a park or trail you would like to adopt, as well as a second choice should your first choice not be available, and the type of project/activity you would like to do.
- Applications are available on the city's website. Request and complete an application and return it to City Hall, Attn: Adopt-a-Park Coordinator.
- After reviewing application, prospective adopters will be contacted by City staff to discuss the adoption procedure.
- City Staff and/or City Parks & Recreation Committee members will work with the adopters to identify park needs.
- Once the "Adoption" is approved and the Adopt-A-Park agreement is signed, the requesting group can begin their service.
- All volunteers must sign a waiver release and service agreement prior to participation in the program.
- All projects will be coordinated with the Parks & Recreation Committee.

What supplies are needed for park clean up?

Trash bags, mulch and plant materials will be provided by the City. All other supplies deemed necessary to complete tasks are to be supplied by the adopters. Cost for these items will not be reimbursed by the City or the committee.

Is there recognition for participating in the Adopt-A-Park program?

We value all who volunteer to help in the community. In addition to a clean park and a sense of community spirit, adoptive groups will be recognized by the City of Apalachicola with a sign erected at the adopted park, at the City's expense, acknowledging the group's contribution and commitment to the program.

List of City Parks

1. Battery Park & Battery Park Annex (*area beside the Popham Building*)
2. Bayview Park (*Hwy 98 near IGA*)
3. Bodiford Park (*between Gander's Petroleum and Up the Creek Restaurant*)
4. Chapman Botanical Gardens
5. Commerce St & Avenue F (*"Allen Jones Park-Ford Motor Company"*)
6. Dog Park (*former high school softball field @ 192 Coach Wagoner Blvd*)
7. Lafayette Park
8. Park on Bay Avenue (*opposite Buzzett home*)
9. Park opposite Gibson Hotel (*"Marks Park"*)
10. Riverfront Park
11. Riverwalk Park

12. Scipio Creek Marina (*around Mill Pond Pavilion*)
13. Splash Pad Park
14. Sylvester Williams Park
15. Veteran's Memorial Plaza

List of City Squares

1. Chapman Square (*including the 14th Street Tennis Courts*)
2. City Square (*including the Community Garden and the two SW & SE quadrants with SE by the Chestnut Cemetery*)
3. Franklin Square (*including 6th Street Park*)
4. Gorrie Square (*including quadrant with old library building*)
5. Madison Square (*including Skateboard Park*)

CITY OF APALACHICOLA VOLUNTEER RELEASE, WAIVER AND INDEMNIFICATION AGREEMENT (ADULT)

I, _____ for myself, my heirs and personal representatives, hereby assume all liabilities, risks, injuries and hazards to myself incidental to, or as a result of, participation in _____ ("activity"), including transportation to and from the said activity. I acknowledge the fact that this activity may have, and/or involve, distinct or inherent risks of physical injury or possibly even death, and physical contact or other conditions or factual circumstances where physical or other injuries may occur, due to the nature of the activity. I understand and agree that my voluntary participation in City of Apalachicola activities does not entitle me to any compensation or other employee benefits. I further understand that I am NOT an agent or employee of the City of Apalachicola and that I will not so represent myself to any person, government unit or corporate entity. I further understand and agree that I will be solely responsible for my actions while participating in volunteer activities. I do hereby waive, release and agree to indemnify and hold harmless the CITY OF APALACHICOLA, its officers, agents, and employees, for any claim, demand, liability, costs, suits, charges or compensation for loss or injury of any kind, including losses or injuries arising from the negligence of the CITY OF APALACHICOLA,, its agents or employees and sponsors, or activity supervisors, arising from my participation in the said activity. I assume all risk of injury, liability, and loss arising from my participation or presence at said activity. I acknowledge that the CITY OF APALACHICOLA, will not assume any costs relating to any injury while I am involved in this activity, except for those benefits afforded volunteers in accordance with Florida Workers' Compensation Law. This Waiver, Release and Hold Harmless/Indemnification Agreement is in consideration of the CITY OF APALACHICOLA, or activity sponsor permitting my participation in the activity and in further consideration of the CITY OF APALACHICOLA, not requiring self-funded liability insurance coverage on my part as a condition precedent to my participation in the activity. I freely and voluntarily assume all risk of loss or injury arising from my participation in the activity whether due to my negligence, or to the negligence or intentional acts of others. I acknowledge that, absent this Release and indemnification, the CITY OF APALACHICOLA, or other sponsors of the activity would not have offered me the access to the activity because of unacceptable exposure to civil liability claims, or the expense of providing a program that is risk-free. I have read and understood this document and sign it freely and knowingly, intending that it shall be fully operative and effective in all respects and that it waives legal rights to which I might otherwise be entitled if I am hurt or suffer loss during my participation in that activity. I understand that this release and indemnity agreement is continuing in nature and shall apply to all incidents that may occur during my participation in this activity for a period of one year from the date of my signature. YOU MUST CAREFULLY READ THIS DOCUMENT BEFORE SIGNING IT. YOU ARE WAIVING OR RELEASING VALUABLE LEGAL RIGHTS. YOU ARE ADVISED TO SEEK THE ADVICE OF AN ATTORNEY IF YOU DO NOT FULLY UNDERSTAND THIS DOCUMENT.

Date: _____

Name: _____

Signature: _____

Phone: _____

Emergency Contact: _____

Phone: _____

City Official: _____

Signature: _____

Date: _____

The City reserves the right to terminate a volunteer's participation in this program at any time, without cause or prior notification.

CITY OF APALACHICOLA VOLUNTEER RELEASE, WAIVER AND INDEMNIFICATION AGREEMENT (MINOR)

I, _____ for myself, my child/ward, my heirs and personal representatives, hereby assume all liabilities, risks, injuries and hazards to my child/ward, _____ (“child”), incidental to, or as a result of, participation in _____ (“activity”), including transportation to and from the said activity. I acknowledge the fact that this program may have, and/or involve, distinct or inherent risks of physical injury or possibly even death, and physical contact or other conditions or factual circumstances where physical or other injuries may occur, due to the nature of the activity. As legal guardian and/or natural parent of the above referenced child, I do hereby waive, release and agree to indemnify and hold harmless the CITY OF APALACHICOLA, its officers, agents, employees, the organizers, sponsors, activity supervisors, co-sponsoring organizations and participants for any claim, demand, liability, costs, suits, charges or compensation for loss or injury of any kind, including losses or injuries arising from the negligence of the CITY OF APALACHICOLA, its agents or employees and sponsors or activity supervisors, arising from my child’s participation in the said activity. I, as legal guardian and/or natural parent of the above referenced child, assume all risk of injury, liability, and loss arising from my child’s participation or presence at said activity. I acknowledge that the CITY OF APALACHICOLA will not assume any costs relating to any injury while my child is involved in this activity, except for those benefits afforded volunteers in accordance with Florida Workers’ Compensation Law. I understand and agree that my child’s voluntary participation in City of Apalachicola activities does not entitle my child to any compensation or other employee benefits. I further understand that my child is NOT an agent or employee of the City of Apalachicola and that he/she will not so represent his or herself to any person, government unit or corporate entity. I further understand and agree that I will be solely responsible for the actions of my child while he/she is participating in volunteer activities. This Waiver, Release and Hold Harmless/Indemnification Agreement is in consideration of the CITY OF APALACHICOLA or activity sponsor permitting my child’s participation in the activity and in further consideration of the CITY OF APALACHICOLA not requiring self-funded liability insurance coverage on my part as a condition precedent to my child’s participation in the activity. I, as legal guardian and/or natural parent of the aforesaid child, freely and voluntarily assume all risk of loss or injury arising from my child’s participation in the activity whether due to my negligence, my child’s negligence, or the negligence or intentional acts of others. I acknowledge that, absent this Release and Indemnification, the CITY OF APALACHICOLA or other sponsors of the activity would not have offered me, or my child, the access to the activity because of unacceptable exposure to civil liability claims, or the expense of providing a program that is risk-free. I have read and understood this document and sign it freely and knowingly, intending that it shall be fully operative and effective in all respects and that it waives legal rights to which I, or my child, might otherwise be entitled if my child are hurt or suffer loss during his/her participation in that activity. I understand that this release and indemnity agreement is continuing in nature and shall apply to all incidents that may occur during my child’s participation in this activity for a period of one year from the date of my signature. YOU MUST CAREFULLY READ THIS DOCUMENT BEFORE SIGNING IT. YOU ARE WAIVING OR RELEASING VALUABLE LEGAL RIGHTS. YOU ARE ADVISED TO SEEK THE ADVICE OF AN ATTORNEY IF YOU DO NOT FULLY UNDERSTAND THIS DOCUMENT.

Date: _____ Child’s Date of Birth: _____
Child’s Name: _____ Signature: _____
Parent/Guardian Name: _____ Phone Number: _____
Signature of Parent/Guardian: _____
Address: _____

The City reserves the right to terminate a volunteer’s participation in this program at any time, without cause or prior notification.

City of Apalachicola
Adopt-A-Park Program Application

Name of Applicant _____ Date _____

Organization _____

Address _____ City _____ Zip _____

Phone (H) _____ (W) _____

E-mail _____

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What park would your group like to adopt?

_____ 2nd Choice _____

Describe the type of project or activity your group desires to perform.

Applicant Signature _____ Date _____

The term for the program is one (1) year, renewable for another year, if desired.

Return to: City of Apalachicola
Attn: City Manager
192 Coach Wagoner Blvd.
Apalachicola, FL 32320

CITY OF APALACHICOLA
Assumption of the Risk and Waiver of Liability Relating to
Coronavirus/COVID-19

(Read Carefully Before Signing)

The novel coronavirus, Coronavirus/COVID-19, has been declared a worldwide pandemic by the World Health Organization. Coronavirus/COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. Federal authorities and the State of Florida recommend social distancing to prevent the spread of Coronavirus/COVID-19. Contracting Coronavirus/COVID-19 can lead to severe illness, personal injury, permanent disability, and death. The City of Apalachicola Parks and Recreation Department and staff undertake every effort to keep our facilities clean and disinfected and have created new protocols and preventative measures to reduce the spread of Coronavirus/COVID-19; however as with any public facility, the City cannot guarantee that you or your minor child(ren) will be 100% safe from airborne illnesses such as Coronavirus/COVID-19 or colds and flu while using City of Apalachicola Parks and Recreation facilities or participating in its programs.

By signing this agreement I acknowledge the contagious nature of Coronavirus/COVID-19 and voluntarily assume the risk that my minor child(ren) and I may be exposed to, or infected by COVID-19 while using City of Apalachicola Parks and Recreation facilities or participating in its programs, and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by Coronavirus/COVID-19 at or while using City of Apalachicola Parks and Recreation facilities, or participating in its programs may result from the actions, omissions, or negligence of myself and others, including, but not limited to, City of Apalachicola employees, volunteers, program participants and their families.

I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to my minor child(ren) or myself including, but not limited to, personal injury, disability, death, illness, damage, loss, claim, liability, or expense, of any kind, that I or my minor child(ren) may experience or incur in connection with use of City of Apalachicola Parks and Recreation facilities, and/or while participating in its programs. On my behalf, and on behalf of my minor child(ren)s, I hereby release, covenant not to sue, discharge, and hold harmless the City of Apalachicola, its officers, employees, agents, and representatives, of and from any and all Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of the City of Apalachicola, its officers, employees, agents, and representatives, whether a Coronavirus/COVID-19 infection occurs before, during, or after participation in any the City of Apalachicola Parks and Recreation Department program or the use of its facilities. Nothing herein shall be construed to waive or alter the City's sovereign immunity or the limits, rights, or requirements of Section 768.28, Florida Statutes.

By signing my name below I certify that: (1) I am the Parent/Guardian of the Child participant(s) listed on this Registration Agreement or I am an adult participant over 18 years of age; (2) I have fully read and understand the above terms and conditions and they apply to Child participant(s) or myself; (3) I understand that I am waiving important legal rights to recover damages for injury and/or property damage; (4) I agree I have been encouraged to seek the advice of my own attorney prior to signing this agreement; (5) I have read and voluntarily signed this agreement; and (6) no oral representations, statements or inducements apart from the foregoing written agreement have been made.

**NOTICE TO THE MINOR CHILD'S
NATURAL GUARDIAN**

READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF THE CITY USES REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM THE CITY OF APALACHICOLA IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND THE CITY OF APALACHICOLA HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

Activity Title _____

Participant's Name _____

SIGNATURE OF ADULT PARTICIPANT OR PARENT/GUARDIAN FOR MINOR CHILD

PRINT NAME

DATE

Parent's cell number _____