

## ADOPT-A-TRAIL PROGRAM AGREEMENT

(Individual)

This Adopt-A-Trail Program Agreement (this "Agreement") is made and entered into on \_\_\_\_\_, 20\_\_, by and between the City of Madras ("City") and \_\_\_\_\_ ("Volunteer").

### RECITALS:

A. On April 10, 2012, City established the City of Madras - Adopt-a-Trail Program (the "Program") by its adoption of Resolution No. 09-2012 (the "Resolution").

B. Volunteer desires to participate in the Program. City is unwilling to permit Volunteer to participate in the Program unless and until Volunteer enters into this Agreement with City (and otherwise complies with the terms and conditions contained in this Agreement).

### AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Program Participation. Subject to the terms and conditions contained in this Agreement, Volunteer will be permitted to participate in the Program. Volunteer adopts that trail section identified in the attached Exhibit A (the "Trail Section"). During the term of this Agreement, City will purchase, place, and maintain a certain Trail Section adoption sign which recognizes Volunteer's adoption of the Trail Section. During the term of this Agreement, Volunteer agrees to pick up trash on the Trail Section at least once each month during the months of April through September and at least once every two months during the months of October through March.

2. Program Rules and Regulations. In connection with Volunteer's participation in the Program, Volunteer will perform and comply with the Program Description, Rules, and Safety Requirements described in the attached Exhibit B (the "Rules and Regulations"), as amended, modified, enacted, and/or supplemented by City from time to time.

3. Supplies. City will provide trash bags and disposable gloves upon request by Volunteer, subject to availability. City will provide for the pick-up of trash bags upon Volunteer's provision of not less than one week's prior notice to City's Public Works Department.

4. Waiver and Release Agreement. Volunteer will sign the Adult Waiver and Release Agreement in the form attached hereto as Exhibit C. Volunteer must sign and deliver the waiver and release agreement to City prior to Volunteer's participation in the Program and/or performance of any volunteer work on the Trail Section. City will maintain the signed waiver and release agreement.

5. Release and Indemnification. To the fullest extent permitted by applicable law, Volunteer releases, forever discharges, and agrees to hold harmless and indemnify City and all Program sponsors, participants, and volunteers, and all present and future officers, shareholders, members, managers, board members, employees, agents, assignees, partners, contractors, and representatives of each of the foregoing persons and/or entities (individually and collectively the "Released Party" ), for, from, and against any and all liabilities, damages, claims, demands, proceedings, actions, and expenses of every kind, including, without limitation, attorney fees (collectively, "Damages"), whether at

law or in equity, which may arise directly or indirectly in connection with Volunteer's participation in the Program, volunteer work on the Trail Section, and/or the negligence of any Released Party, including, without limitation, (a) any and all Damages for which Volunteer may be liable to others, and/or (b) any and all Damages against any Released Party for any injury, illness, or death to Volunteer and/or damages to Volunteer's property.

6. Term. Volunteer adopts the Trail Section for a period of one year, commencing from the date of this Agreement. The one-year period may be extended by Volunteer and City's mutual written agreement. Notwithstanding anything contained in this Agreement to the contrary, City may terminate this Agreement, and Volunteer's participation in the Program, at any time, for any reason or no reason, upon written notice to Volunteer at the address provided below.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and effective as of the date first written above.

City:  
City of Madras

Volunteer:

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_

Volunteer's Address:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**EXHIBIT A**

**City of Madras - Adopt-a-Trail Program  
Trail Sections**

City of Madras - Adopt-a-Trail Program trail sections (select section(s) to be made a part of the Agreement):

- Canyon Road north to 3rd Street bridge
- 3rd Street bridge to 7th Street
- 7th Street to 9th Street
- 9th Street to 10th Street
- C Street Bridge to Buff Street Bridge
- Buff Street Bridge to J Street
- J Street to Kemper Way
- C.O.C.C. Campus to Oak Street
- Fairgrounds Road & Fishing Pond Trail
- Canyon's East south to Plum Street\*
- Canyon Road south to "M" Hill Viewpoint\*
- "M" Hill Viewpoint South to Skate Park\*

\* indicates trail section is under construction or incomplete

Additional information covered by the Agreement pertaining to the above selected trail section(s):

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## EXHIBIT B

### **City of Madras - Adopt-a-Trail Program Program Description, Rules, and Safety Requirements**

#### 1. General

The City of Madras (the “City”) - Adopt-a-Trail Program (the “Program”) is designed to foster civic pride, help beautify the City, and encourage greater participation in the City’s affairs. Moreover, the Program is designed to enable volunteers to perform a useful community service while receiving community recognition for the volunteers’ efforts.

#### 2. Program Operation

##### **A. City of Madras**

The City’s Public Works Director (or his or her designee) will work with the volunteers to establish trails within the City which will be “adopted” by the volunteers. The Public Works Director (or his or her designee) will be responsible for the administration and operation of the Program, including, without limitation, the following:

1. Identification of the trail section location best suited for adoption.
2. Maintenance of the adoption and waiver and release records and agreements.
3. Acquisition, placement, and maintenance of trail section adoption signs, as long as the program and adoption(s) are in effect.
4. Acting as liaison between the adopter and a contractor, if needed, for any communication pertaining to the Program.

The City will furnish safety vests (if needed) for each volunteer, as well as the trash bags and disposable gloves needed for trash removal. The City will arrange for the removal of full trash bags on a specified day.

##### **B. Volunteer (adopter)**

In addition to any other duties and responsibilities provided in the Program documents, the volunteer (adopter) will be responsible for the following in connection with the volunteer’s participation in the Program:

1. Selecting the trail section for adoption from a list of those available.
2. Obtaining waiver and release forms from all volunteers.
3. Coordinating all pick-ups one week in advance with the Public Works Department.
4. Obtaining garbage bags from the Public Works Department.

#### 3. Agreement and Waiver and Release

Prior to participating in the Program, volunteers will be required to enter into an Adopt-a-Trail Program Agreement, which agreement will set forth the obligations of both the City and the volunteers relative to the Program. In addition, as a condition of participation, each volunteer that participates in the Program must execute a waiver and release agreement in a form provided by the City, absolving the City from liability for, among other things, any injuries or damages arising out of a volunteer’s participation in the Program. The City reserves the right to require a volunteer to

obtain liability insurance concerning the volunteer's participation in the Program. The City may require that the volunteer name the City as an additional insured under such insurance policy.

#### 4. Rules and Safety Requirements

Each volunteer participating in the Program must comply with the following Program rules and safety requirements:

- Citizens may not work in the median area of a roadway.
- Volunteers under the age of 18 must have an adult working with them.
- Don't pick up litter on the roadway surface at any time.
- Don't pick up litter close to the edge of the road or on any medians.
- Don't pick up litter in construction or maintenance sites.
- Don't do anything that will distract passing motorist or other volunteers.
- Don't work during peak travel times when traffic is heavy. Contact the City for a suitable and safe schedule. Never schedule pick-ups during evening hours.
- Don't participate in litter pick-ups when under the influence of alcohol, drugs, or prescription medications.
- Don't leave children or pets locked in vehicles at work locations.
- Don't pick up materials which you suspect may be hazardous. Dial 911 immediately.
- Do wear reflective safety vests (if needed) which are provided for volunteers so that you can be seen.
- Do wear light or bright colored protective clothing, hard-soled shoes, and sturdy work gloves or disposable gloves provided by the City.
- Do work only in daylight and fair weather.
- Do coordinate all pick-ups one week in advance with the Public Works Department (541-475-2622).
- 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

- Don't 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.
- Stay alert for snakes and bees - try to avoid them.
- Stay alert for traffic when crossing streets and driveways.

**EXHIBIT C**

**Waiver and Release Forms – adult and minor (whichever is applicable)**

**ADULT WAIVER AND RELEASE AGREEMENT**

Volunteer's Name: \_\_\_\_\_ ("Volunteer")

Volunteer's Address: \_\_\_\_\_

Volunteer's Telephone Number: \_\_\_\_\_

Program/Event: \_\_\_\_\_ (the "Event")

I, Volunteer, execute this Adult Waiver and Release Agreement (this "Agreement") for myself and my personal representatives, heirs, spouse, parents, siblings, and children in consideration of being permitted to participate in the Event as a volunteer, which Event is sponsored by or otherwise affiliated with the City of Madras, an Oregon municipal corporation ("City"). I have had the opportunity to ask questions and receive answers concerning the Event. I have reviewed any and all information and documentation concerning the Event, including, without limitation, the Adopt-A-Trial Program Agreement (and all exhibits thereto) and any responsibilities, rules, and safety requirements concerning the Event. I will perform and comply with all Event responsibilities, rules, and safety requirements.

I understand that my participation in the Event is on an uncompensated, voluntary basis, and at City's sole discretion. I understand that I am not a City employee and that I will not be covered by City's workers' compensation insurance. I understand the nature of the Event and I have taken all necessary precautions to be certain that I am in proper condition to participate in the Event. I understand that participation in the Event may bear certain risks and hazards which could result in injury, death, illness, and/or damage to me, my property, and/or third-parties. I HEREBY KNOWINGLY, FREELY, AND EXPRESSLY AGREE TO ACCEPT AND ASSUME ALL SUCH RISKS, whether known or unknown.

To the fullest extent permitted by applicable law, I hereby voluntarily release, forever discharge, and agree to hold harmless and indemnify City and all Event sponsors, participants, and volunteers, and all present and future officers, shareholders, members, managers, board members, employees, agents, assignees, partners, contractors, and representatives of each of the foregoing persons and/or entities (individually a "Released Party" and collectively "Released Parties"), for, from, and against any and all liabilities, damages, claims, demands, proceedings, actions, and expenses of every kind, including, without limitation, attorney fees (collectively, "Damages"), whether at law or in equity, which may arise directly or indirectly in connection with my participation in the Event and/or the negligence of any Released Party, including, without limitation, (a) any and all Damages for which I may be liable to others, and/or (b) any and all Damages against any Released Party for any injury, illness, or death to me and/or damages to my property.

I AGREE AND UNDERSTAND THAT THIS AGREEMENT WILL EXTEND TO ALL CLAIMED WRONGFUL ACTS OF THE RELEASED PARTIES TO THE GREATEST EXTENT ALLOWED UNDER APPLICABLE LAW, INCLUDING, WITHOUT LIMITATION, THE NEGLIGENCE OF ANY RELEASED PARTY.

This Agreement will be governed by and construed in accordance with the laws of the State of Oregon, and venue for any action concerning this Agreement will lie in Jefferson County, Oregon. Each provision contained in this Agreement will be treated as a separate and independent provision. The unenforceability of any one provision will in no way impair the enforceability of any other provision contained herein. Any reading of a provision causing unenforceability will yield to a construction permitting enforcement to the maximum extent permitted by applicable law.

By signing below, I represent that I have read, fully understand, and agree to the above provisions and I acknowledge that City is relying on such understanding and agreement in permitting me to participate in the Event.

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

\_\_\_\_\_  
Dated

**MINOR WAIVER AND RELEASE AGREEMENT**

Volunteer's Name: \_\_\_\_\_ ("Volunteer")  
Custodial Parent/Legal Guardian's Name: \_\_\_\_\_ ("Parent/Guardian")  
Address: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Program/Event: \_\_\_\_\_ (the "Event")

I, Parent/Guardian, am the custodial parent or legal guardian of Volunteer. I execute this Minor Waiver and Release Agreement (this "Agreement") for Volunteer, myself, and our personal representatives, heirs, spouse, parents, siblings, and children in consideration of Volunteer being permitted to participate in the Event as a volunteer, which Event is sponsored by or otherwise affiliated with the City of Madras, an Oregon municipal corporation ("City"). I have had the opportunity to ask questions and receive answers concerning the Event. I have reviewed any and all information and documentation concerning the Event, including, without limitation, the Adopt-A-Trial Program Agreement (and all exhibits thereto) and any responsibilities, rules, and safety requirements concerning the Event. Volunteer will perform and comply with all Event responsibilities, rules, and safety requirements.

I understand that Volunteer's participation in the Event is on an uncompensated, voluntary basis, and at City's sole discretion. I understand that Volunteer is not a City employee and that Volunteer will not be covered by City's workers' compensation insurance. I understand the nature of the Event and certify that Volunteer is physically capable and medically able to participate in the Event. I understand that participation in the Event may bear certain risks and hazards which could result in injury, death, illness, and/or damage to Volunteer, Volunteer's property, and/or third-parties. I HEREBY KNOWINGLY, FREELY, AND EXPRESSLY AGREE TO ACCEPT AND ASSUME ALL SUCH RISKS, whether known or unknown.

To the fullest extent permitted by applicable law, I hereby voluntarily release, forever discharge, and agree to hold harmless and indemnify City and all Event sponsors, participants, and volunteers, and all present and future officers, shareholders, members, managers, board members, employees, agents, assignees, partners, contractors, and representatives of each of the foregoing persons and/or entities (individually a "Released Party" and collectively "Released Parties"), for, from, and against any and all liabilities, damages, claims, demands, proceedings, actions, and expenses of every kind, including, without limitation, attorney fees (collectively, "Damages"), whether at law or in equity, which may arise directly or indirectly in connection with Volunteer's participation in the Event and/or the negligence of any Released Party, including, without limitation, (a) any and all Damages for which I, as the custodial parent or legal guardian of Volunteer, may be liable to others, and/or (b) any and all Damages against any Released Party for any injury, illness, or death to Volunteer and/or damages to Volunteer's property.

I AGREE AND UNDERSTAND THAT THIS AGREEMENT WILL EXTEND TO ALL CLAIMED WRONGFUL ACTS OF THE RELEASED PARTIES TO THE GREATEST EXTENT ALLOWED UNDER APPLICABLE LAW, INCLUDING, WITHOUT LIMITATION, THE NEGLIGENCE OF ANY RELEASED PARTY.

This Agreement will be governed by and construed in accordance with the laws of the State of Oregon, and venue for any action concerning this Agreement will lie in Jefferson County, Oregon. Each provision contained in this Agreement will be treated as a separate and independent provision. The unenforceability of any one provision will in no way impair

the enforceability of any other provision contained herein. Any reading of a provision causing unenforceability will yield to a construction permitting enforcement to the maximum extent permitted by applicable law.

By signing below, I represent that (a) I am the custodial parent or legal guardian of Volunteer, (b) I have legal authority to sign this Agreement on behalf of Volunteer, and (c) I have read, fully understand, and agree to the above provisions and I acknowledge that City is relying on such understanding and agreement in permitting Volunteer to participate in the Event.

\_\_\_\_\_  
Signature of Custodial Parent/Legal Guardian

\_\_\_\_\_  
Dated