



Living up to our name.

**Parks and Recreation
1316 N. 14th St. Rm. 200
Superior, WI 54880**

**Phone: (715) 395-7270
parks@ci.superior.wi.us**

City of Superior
Adopt Program

Thank you for your interest in our Adopt Program. Your group is to be commended for their willingness to improve the aesthetic appearance of our City.

The Adopt Program allows individuals, businesses and organizations to show pride in their community by taking an active role in the upkeep and improvements of local parks, gardens, beaches, ice rinks and trails. As adoptees, you will be able to keep your designated area beautiful by planting flowers, painting, reporting vandalism or damage, planning clean-up days, and other maintenance activities.

Please complete the enclosed application form and indicate which area your group is interested in adopting. ***Please read carefully the “Terms and Conditions” listed on the back of the application.*** Also, if you desire, a sign will be created for your group acknowledging their assistance in keeping the City of Superior beautiful.

Once your application has been completed, please mail or email it to the following:

Parks and Recreation Department
1316 N. 14th Street, Room #200
Superior, WI 54880

When your application is approved, a copy will be mailed to you. Upon your receipt of it, your group may begin caring for your designated area. Once you have selected a date, please contact us with your plan for your first group activity and arrange for supplies.

Thank you for caring about your city enough to volunteer your time and energy, both of which are precious resources.

Please feel free to contact us should you have any further questions or desire clarity.

Sincerely,

Parks, Recreation & Forestry Department

Terms and Conditions

- 1) The group and its participating members are to be considered as volunteers and not as officers, employees, or agents of the City of Superior. Any injuries, claims, liabilities, suits of costs thereof, whatsoever, arising from the group or group members' activities relative to this permit shall be the sole responsibility of the group and of its individual members.**
- 2) Participants in the group agree to obey and abide by all laws and regulations relative to safety and such terms and conditions as may be required by the city of special conditions that may exist regarding a particular adopted area.**
- 3) All participants under the age of 18 years must have adult supervision. One adult supervisor is recommended for every 5 to 6 youth along with completed Volunteer Waiver and Release of Liability form for each participant.**
- 4) All groups must have a designated supervisor who is required to carry with him or her, a first-aid kit and who must be aware of local emergency services numbers.**
- 5) Service within your Adopted area should occur at a minimum of three times each year, preferably one time in the spring, summer and fall.**
- 6) Adopt Program activities should occur only during daylight hours, weather permitting.**
- 7) The group should report any vandalism or potential safety hazards to the Parks and Recreation Department at 715-395-7270.**
- 8) The Parks and Recreation Department will provide any tools, equipment, supplies or materials required to perform tasks under the Adopt Program with at least three days prior notice to when they are needed.**
- 9) Work associated with the Adopt Program can be physically demanding. All participants should be mentally alert, use good judgement, and work to their individual abilities.**
- 10) The group agrees to indemnify and hold harmless the City of Superior any injury, cost, suit, liability, or award arising from the issuance or exercise of this permit, or because of any adverse effect upon any person or property attributed to the works of the group.**
- 11) This is a minimum of two-year commitment to the park.**
- 12) Maintain open communication with the Parks and Recreation Department regarding volunteer dates, times, and activities.**

**CITY OF SUPERIOR VOLUNTEER WAIVER
AND RELEASE OF LIABILITY FORM**

PLEASE READ THIS CAREFULLY! THIS IS A LEGAL DOCUMENT THAT AFFECTS YOUR LEGAL RIGHTS!

BEFORE SIGNING THIS WAIVER AND RELEASE OF LIABILITY, READ THIS ENTIRE DOCUMENT VERY CAREFULLY. IF YOU SIGN THIS WAIVER AND RELEASE OF LIABILITY AND AN ACCIDENT OCCURS RESULTING IN INJURY OR LOSS OF PROPERTY, THEN YOU WOULD BE GIVING UP LEGAL RIGHTS THAT YOU MIGHT OTHERWISE HAVE. IF YOU DO NOT UNDERSTAND ANYTHING IN THIS DOCUMENT, OR IF YOU OBJECT TO ANY PROVISION CONTAINED IN THIS DOCUMENT, YOU SHOULD NOT SIGN THIS DOCUMENT AS IT IS DRAFTED, BUT RATHER SEEK ADVICE FROM YOUR LEGAL COUNSEL. REQUESTS FOR MODIFICATIONS MAY BE DIRECTED TO THE CITY ATTORNEY'S OFFICE AT 715-395-7214 WEEKDAYS BETWEEN 8:00 AM – 4:30 PM.

This Volunteer Waiver and Release of Liability, executed on the signed date by the Volunteer in favor of the City of Superior and its elected official, officers, employees, and agents (collectively "City").

Waiver and Release

The Volunteer freely, voluntarily, and without duress executes this Waiver and Release under the following terms:

As participating in the events/volunteer activities for the Adopt Program.

The Volunteer does hereby release and forever discharge and hold the City harmless from any and all liability, claims, and demands, either in law or in equity, which arise or may hereafter arise from Volunteer's activities with the City.

The volunteer understands that this Waiver and Release discharges the City from any liability or claim that the Volunteer may have against the City with respect to any bodily injury, personal injury, illness, death, or property damage that may result from Volunteer's activities with the Municipality, **whether caused by the volunteer or by the negligence of the City or its officers, directors, employees, agents, or otherwise.** However, the City and the Volunteer understand that the City is not released from liability for harm incurred by the volunteer which results from the City's intentional or reckless conduct.

The Volunteer understands that the City does not assume any responsibility for or obligation to provide financial assistance or other assistance, including but not limited to medical, health, or disability insurance in the event of injury or illness to the Volunteer.

Activities

The Volunteer desires to work as a volunteer for the Municipality and engage in the activities related to being a volunteer (the "Activities"). The Volunteer understands that the activities related to being a volunteer. The Volunteer understands that the activities may include: **Park , trail, roadway and other City clean up, gardening, painting, surveying of damages/vandalism, and various other projects specific to the needs of each individual park and/or adopting group.**

Volunteer understand that the Activities may require: **frequent bending, standing, picking up objects with hands and tools, painting and other minor maintenance type activities.**

Volunteer understands that the Activities include work that may be hazardous to the Volunteer, including, but not limited to: **vehicle danger from proximity to highway, sharp objects, blood and other human and animal fluids, paints, acids, batteries and other toxic substances.**

The Volunteer does hereby release and forever discharge the Municipality from any claims whatsoever which arise or may hereafter arise on account of any first aid, treatment, or service rendered in connection with the Volunteer's activities with the Municipality.

Medical Treatment

The Volunteer does hereby release and forever discharge the Municipality from any claims whatsoever which arise or may hereafter arise on account of any first aid, treatment, or service rendered in connection with the Volunteer's activities with the Municipality.

Insurance

The Volunteer understands that the Municipality does not carry or maintain health, medical, or disability insurance coverage for any Volunteer. The Volunteer understands that he/she is provided with liability insurance coverage under the provisions of the Municipality's liability insurance policy.

Volunteer understands that he/she should obtain his/her own medical or health insurance coverage.

Photographic Release

The Volunteer does hereby grant and convey unto the Municipality all right, title, and interest in any and all photographic images and video or audio recordings made by the Municipality during the Volunteer's Activities with the Municipality, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.

Construction of Waiver and Release and Severability

The Volunteer expressly agrees that this Waiver and Release is intended to be as broad and inclusive as permitted by the laws of the State of Wisconsin, and that this Waiver and Release shall be governed by and interpreted in accordance with the laws of the State of Wisconsin. The Volunteer agrees that in the event that any clause or provision of this Waiver and Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Waiver and Release/which shall continue to be enforceable.

By signing this form, you are agreeing to the following:

I have read this Waiver and Release of Liability thoroughly and fully understand and enter into it on behalf of myself, my heirs, next of kin, assigns, and personal representatives. No one has made any representations, statements, or inducements that change or modify anything written in this Waiver and Release of Liability. Parent/Guardian of Volunteer has executed this Waiver and Release of Liability of any participating Volunteer that is considered a minor.

Organization Name: _____

Contact Person: _____

- On the following pages, please include every signature of possible Volunteers as a part of your Adopt group who has read and agrees to this Volunteer Waiver and Release of Liability.

1.) Volunteer's Full Name: _____

Phone: _____ E-mail Address: _____

Volunteer's Signature: _____ **Date:** _____

Parent/Guardian Signature (if volunteer is under 18): _____

2.) Volunteer's Full Name: _____

Phone: _____ E-mail Address: _____

Volunteer's Signature: _____ **Date:** _____

Parent/Guardian Signature (if volunteer is under 18): _____

3.) Volunteer's Full Name: _____

Phone: _____ E-mail Address: _____

Volunteer's Signature: _____ **Date:** _____

Parent/Guardian Signature (if volunteer is under 18): _____

4.) Volunteer's Full Name: _____

Phone: _____ E-mail Address: _____

Volunteer's Signature: _____ **Date:** _____

Parent/Guardian Signature (if volunteer is under 18): _____

5.) Volunteer's Full Name: _____

Phone: _____ E-mail Address: _____

Volunteer's Signature: _____ **Date:** _____

Parent/Guardian Signature (if volunteer is under 18): _____

6.) Volunteer's Full Name: _____

Phone: _____ E-mail Address: _____

Volunteer's Signature: _____ **Date:** _____

Parent/Guardian Signature (if volunteer is under 18): _____

7.) Volunteer's Full Name: _____

Phone: _____ E-mail Address: _____

Volunteer's Signature: _____ **Date:** _____

Parent/Guardian Signature (if volunteer is under 18): _____

8.) Volunteer's Full Name: _____

Phone: _____ E-mail Address: _____

Volunteer's Signature: _____ **Date:** _____

Parent/Guardian Signature (if volunteer is under 18): _____

9.) Volunteer's Full Name: _____

Phone: _____ E-mail Address: _____

Volunteer's Signature: _____ **Date:** _____

Parent/Guardian Signature (if volunteer is under 18): _____

10.) Volunteer's Full Name: _____

Phone: _____ E-mail Address: _____

Volunteer's Signature: _____ **Date:** _____

Parent/Guardian Signature (if volunteer is under 18): _____

11.) Volunteer's Full Name: _____

Phone: _____ E-mail Address: _____

Volunteer's Signature: _____ **Date:** _____

Parent/Guardian Signature (if volunteer is under 18): _____

12.) Volunteer's Full Name: _____

Phone: _____ E-mail Address: _____

Volunteer's Signature: _____ **Date:** _____

Parent/Guardian Signature (if volunteer is under 18): _____

13.) Volunteer's Full Name: _____

Phone: _____ E-mail Address: _____

Volunteer's Signature: _____ **Date:** _____

Parent/Guardian Signature (if volunteer is under 18): _____

14.) Volunteer's Full Name: _____

Phone: _____ E-mail Address: _____

Volunteer's Signature: _____ **Date:** _____

Parent/Guardian Signature (if volunteer is under 18): _____

15.) Volunteer's Full Name: _____

Phone: _____ E-mail Address: _____

Volunteer's Signature: _____ **Date:** _____

Parent/Guardian Signature (if volunteer is under 18): _____

16.) Volunteer's Full Name: _____

Phone: _____ E-mail Address: _____

Volunteer's Signature: _____ **Date:** _____

Parent/Guardian Signature (if volunteer is under 18): _____

17.) Volunteer's Full Name: _____

Phone: _____ E-mail Address: _____

Volunteer's Signature: _____ **Date:** _____

Parent/Guardian Signature (if volunteer is under 18): _____

18.) Volunteer's Full Name: _____

Phone: _____ E-mail Address: _____

Volunteer's Signature: _____ **Date:** _____

Parent/Guardian Signature (if volunteer is under 18): _____

19.) Volunteer's Full Name: _____

Phone: _____ E-mail Address: _____

Volunteer's Signature: _____ **Date:** _____

Parent/Guardian Signature (if volunteer is under 18): _____

20.) Volunteer's Full Name: _____

Phone: _____ E-mail Address: _____

Volunteer's Signature: _____ **Date:** _____

Parent/Guardian Signature (if volunteer is under 18): _____

21.) Volunteer's Full Name: _____

Phone: _____ E-mail Address: _____

Volunteer's Signature: _____ **Date:** _____

Parent/Guardian Signature (if volunteer is under 18): _____

22.) Volunteer's Full Name: _____

Phone: _____ E-mail Address: _____

Volunteer's Signature: _____ **Date:** _____

Parent/Guardian Signature (if volunteer is under 18): _____

23.) Volunteer's Full Name: _____

Phone: _____ E-mail Address: _____

Volunteer's Signature: _____ **Date:** _____

Parent/Guardian Signature (if volunteer is under 18): _____

24.) Volunteer's Full Name: _____

Phone: _____ E-mail Address: _____

Volunteer's Signature: _____ **Date:** _____

Parent/Guardian Signature (if volunteer is under 18): _____

25.) Volunteer's Full Name: _____

Phone: _____ E-mail Address: _____

Volunteer's Signature: _____ **Date:** _____

Parent/Guardian Signature (if volunteer is under 18): _____

26.) Volunteer's Full Name: _____

Phone: _____ E-mail Address: _____

Volunteer's Signature: _____ **Date:** _____

Parent/Guardian Signature (if volunteer is under 18): _____

27.) Volunteer's Full Name: _____

Phone: _____ E-mail Address: _____

Volunteer's Signature: _____ **Date:** _____

Parent/Guardian Signature (if volunteer is under 18): _____

28.) Volunteer's Full Name: _____

Phone: _____ E-mail Address: _____

Volunteer's Signature: _____ **Date:** _____

Parent/Guardian Signature (if volunteer is under 18): _____