

City of Cocoa Beach Adopt-A-Park Adoption Request Application

Please consider the following request to Adopt-A-Park

VOLUNTEER GROUP NAME:								
CHECK PARK TO BE ADOPTED:								
Wall, 5295 North Atlantic Avenue	Constitution Bicentennial, 801 West Cocoa Beach Causeway	Alan Shepard, 299 East Cocoa Beach Causeway	Sidney Fischer, 2200 North Atlantic Avenue	Ramp Road, 401 Ramp Road	Mobley or Astronaut Memorial Garden, 105 East Volusia Lane	Cameron Barkley, 102 Alachua Lane	Cocoa Isles, 904 Samar Road	Cove, 540 McNabb Parkway
VOLUNTEER GROUP REQUIREMENTS								
Minimum Requirements (Please circle "Yes" for apply and "No" does not apply.)								
Volunteer Groups made of five (5) or more volunteers							Yes	No
Volunteer Groups can perform at least four (4) park-related service projects a year							Yes	No
Volunteer Members can commit a minimum of three (3) volunteer hours per person, per project							Yes	No
Describe project/tasks the Volunteer Group is willing to perform:								
How did you hear about the Adopt-A-Park Program?								
Designated contact responsible for coordinating the Adopt-A-Park service projects		Name:						
		Address:						
		Phone:						
		E-Mail:						
Submitted by:								
Date:								

Adopt-a-Park Volunteer Agreement
City of Cocoa Beach, Florida
Adopt-A-Park Program

This AGREEMENT, made and entered into on this _____ day of _____, _____, by _____ and between City of Cocoa Beach, a political subdivision of the State of Florida, hereinafter referred to as the "City," represented by its Board of City Commissioners, and _____, hereinafter referred to as "VOLUNTEER GROUP."

W I T N E S S E T H:

WHEREAS, the VOLUNTEER GROUP is desirous of participating in the City of Cocoa Beach Adopt-A-Park Program by engaging in the adoption of _____, hereinafter called PROJECT; and

WHEREAS, City agrees to permit the VOLUNTEER GROUP to perform the services described in the PROJECT GUIDELINES in the designated adopted park; and

NOW THEREFORE, it is agreed as follows:

A. VOLUNTEER GROUP shall:

1. Enter into a one year service agreement to provide quarterly work projects at the adopted park.
2. Commit to a minimum of one service project each quarter within the agreement year, for a minimum of 3 hours for each project, with at least 5 volunteers for each service project.
3. Designate one person from the group who will be responsible for coordinating their service projects with the department representative and provide their contact information to the department.
4. Guarantee that participating youths are at least eight (8) years of age, and provided with adequate supervision. Adequate supervision shall include the requirement of at least one adult to supervise five (5) youth.
5. Apply for a special event permit if any of the following applies: a) expected attendance will be over two hundred (200), b) there will be any exchange of services or goods, for example live music or an inflatable bounce house, c) the event is open to public participation.
6. Provide a certificate of liability insurance naming City of Cocoa Beach as an insured. The term "City" or "City of Cocoa Beach" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of City and individual members, employees thereof in their official capacities, and/or while acting on behalf of City of Cocoa Beach.
7. Refrain from bringing any person to observe the PROJECT who is not an official participant.
8. Commit to ensuring the Volunteer Group acts safely, appropriately, and within the standards required of all City volunteers.
9. Comply with the directions of City with regard to safety requirements as outlined in the PROJECT GUIDELINES attached hereto.

B. The CITY OF COCOA BEACH agrees:

1. To allow the VOLUNTEER GROUP access to City property as necessary to perform the PROJECT.
2. Designate projects agreeable to both the Leisure Services Department and the adopting organization to meet the service agreement requirements.

**CITY OF COCOA BEACH, FLORIDA
ADOPT-A-PARK PROGRAM
GROUP/VOLUNTEER CONTACT INFORMATION FORM**

VOLUNTEER GROUP NAME:	

CHECK PARK TO BE ADOPTED:								
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Wall, 5295 North Atlantic Avenue	Constitution Bicentennial, 801 West Cocoa Beach Causeway	Alan Shepard, 299 East Cocoa Beach Causeway	Sidney Fischer, 2200 North Atlantic Avenue	Ramp Road, 401 Ramp Road	Mobley or Astronaut Memorial Garden, 105 East Volusia Lane	Cameron Barkley, 102 Alachua Lane	Cocoa Isles, 904 Samar Road	Cove, 540 McNabb Parkway

VOLUNTEER PARTICIPANTS						
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	Name	Check if Minor	Check if Adult	Address	Email	Phone
1						
2						
3						
4						
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Designated contact responsible for coordinating the Adopt-A-Park service projects	Name:
	Address:
	Phone:
	E-Mail:

Submitted by:	
Date:	

**CITY OF COCOA BEACH, FLORIDA
ADOPT-A-PARK PROGRAM
RELEASE AND WAIVER OF LIABILITY AND ASSUMPTION OF ALL RISK FORM**

(Required for each volunteer)

This Release and Waiver of Liability (the "Release") is executed on this _____ day of _____ 20____ by _____ (the "Volunteer" Parent/Guardian) in favor of City of Cocoa Beach, Florida, its elected officials, officers, employees, board members and agents. I/We desire to serve as volunteer(s) for the City of Cocoa Beach Adopt-A-Park program, and therefore I/(We) do hereby freely, voluntarily, intentionally, and unconditionally execute this Release and Waiver of Liability under the following terms:

1. Waiver and Release: I/(We), being the volunteer(s) and/or legal guardian do specifically hereby fully, completely, unconditionally release and forever discharge, indemnify, and hold harmless the City of Cocoa Beach, Florida, it's elected officials, officers, employees, board members, and agents and their successors and assigns from any and all liabilities, claims, demands, causes of action or actions, suits, damages, costs, expenses, interest, attorney fees, due to their negligence or gross negligence or my/our own negligence, known or unknown which I/(We) may currently have or may have in the future, of whatever kind or nature, either in law or equity, which arises or may hereafter arise from my/our volunteer activities with the City of Cocoa Beach. I/(We) understand and acknowledge that the execution of this release discharges and will forever discharge the City of Cocoa Beach and its officers, employees and elected officials from any liability or claim whatsoever that I/(We) may have against the City of Cocoa Beach its officers and employees for their negligence or gross negligence with respect to any bodily injuries, illnesses, death, or property damage which may result directly or indirectly from my volunteer activities with the City of Cocoa Beach. I/(We) further understand that the City of Cocoa Beach assumes no responsibility for and is not obligated in any way to provide financial assistance or other assistance, including but not limited to medical, health, or disability insurance, in the event of injury, illness, death, or property damage.

2. Medical Treatment: I/(We) do hereby further release and forever discharge the City of Cocoa Beach and it's elected officials, officers, employees, board members, and agents from any claim whatsoever, which arises or may hereafter arise on account of any emergency first aid, emergency medical treatment, or emergency service rendered in connection with my volunteer activities with the City of Cocoa Beach. I/(We) further understand, agree, and acknowledge that the execution of this release will release the City of Cocoa Beach its officers, employees and elected officials from any financial or other assistance to me in the event of illness, injury, or death resulting from any activities directly or indirectly I may have as a volunteer with the City of Cocoa Beach.

3. Assumption of the Risk: I/(We) recognize and understand that the volunteer activates with the City of Cocoa Beach shall include, but are not limited to, inherently hazardous activities such as picking up trash and debris along public roads and streets, construction sites. I/(We) hereby expressly and specifically assume all of the risk of injury or harm whether known or unknown as a result of my(our) volunteer services.

4. Other: I/(We) expressly understand and agree that this Release is intended to be as broad and inclusive as permitted by the law of the State of Florida. I/(We) agree that in the event that any clause or provision of this 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 hereof, which shall continue to be enforceable. I/(We) hereby grant and convey unto the City of Cocoa Beach all rights, titles, and interest in any and all photographic images and/or video or audio recordings made by the City of Cocoa Beach during my activities with the City of Cocoa Beach, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings. I/(We) understand and agree that the City of Cocoa Beach is not agreeing to employ me, and that no employer/employee relationship exists between the City of Cocoa Beach and myself/ourselves. I/(We) further understand and agree that this is the final, complete and only agreement between myself/ourselves and the City of Cocoa Beach.

5. Read and Understood: I/(We), before signing this agreement, state that I/(We) have carefully read each and every paragraph of this agreement and understand each and every paragraph and have had sufficient opportunity to have an Attorney, if I/(We) so desire, advise me about the legal effect of the terms and conditions of this Release and Waiver of Liability. I/(We) choose to sign this agreement as written without modification.

In witness whereof, I/(We) have executed this Release in duplicate originals as of the day and year first above written.

Participant Signature

Date

Parent/Legal Guardian
Signature
(If participant is under the Age of 18)

Date

Minor's Name _____