

**CITY OF MESQUITE AND KEEP MESQUITE BEAUTIFUL
ORGANIZATION ADOPT- A-SPOT PROGRAM AGREEMENT**

Name of Organization: _____

Contact Person: _____
(Name) (Title, if any) (Phone) (Email)

Description of Adopt-a-Spot: _____

Organization Adopts the Spot: from _____ 20____ to _____ 20____

Required Safety Meeting Dates: shall be held on _____ 20____ and _____ 20____

The City of Mesquite, Texas (CITY) and Keep Mesquite Beautiful, Inc. (KMB) administer a program where groups of volunteers adopt specific areas located in Mesquite, Texas (Adopt-a-Spot) for litter clean up (the Adopt-a-Spot Program), and the above referenced organization (ORGANIZATION) hereby agrees to participate in the Adopt-a-Spot Program. The parties agree as follows:

WAIVER/RELEASE: THE ORGANIZATION HEREBY ACKNOWLEDGES AND AGREES ORGANIZATION AND ITS PARTICIPANTS RECEIVE A MATERIAL BENEFIT FROM BEING ALLOWED TO VOLUNTEER IN THE ADOPT-A-SPOT PROGRAM AND IN CONSIDERATION THEREOF ORGANIZATION HEREBY RELEASES AND AGREES TO NOT HOLD LIABLE KEEP MESQUITE BEAUTIFUL, INC. AND CITY OF MESQUITE, ITS OFFICERS, AGENTS, AND EMPLOYEES FROM ANY AND ALL CLAIMS OF ANY KIND ARISING FROM THE ORGANIZATIONS' SERVICE AS VOLUNTEERS AND DUE TO THE NEGLIGENT ACTS AND/OR OMISSIONS OF THE CITY OR KMB.

ORGANIZATION further agrees to abide by all Adopt-a-Spot Program rules and staff direction, including but not limited to the following: (i) to ensure all ORGANIZATION participants have taken a KMB and CITY approved safety course prior to participating in Adopt-a-Spot activities; (ii) to provide a minimum of two safety meetings per year for ORGANIZATION's participants; (iii) ensure all ORGANIZATION participants have executed the attached "Adopt-a-Spot" waiver prior to participating in Adopt-a-Spot activities; (iv) to exercise caution and to immediately notify KMB and CITY of any hazardous conditions or situations; (v) to abide by all applicable laws and regulations; and (vi) to maintain an immediately available first aid kit and transportation at all Adopt-a-Spot activities.

The undersigned officer/agent of the ORGANIZATION represents and warrants that they are the properly authorized individuals and have the necessary authority to execute this Agreement on behalf of the ORGANIZATION.

(ORGANIZATION)

By: _____

Title: _____

ADOPT A SPOT PARTICIPANT VOLUNTARY LIABILITY WAIVER AND RELEASE AGREEMENT

Participant Name:	("Participant")	Date of Birth:	
Address:			
City:		State:	Zip:
E-Mail Address:			
Home Ph:		Work Ph:	Cell Ph:

Participant desires to participate in the City of Mesquite ("CITY") and Keep Mesquite Beautiful ("KMB") Adopt-A-Spot Program in Mesquite, Texas (the "Program"). The Program occurs outdoors and near roads upon which naturally existing and inherent hazards may be expected, including but not limited to falling, slipping, tripping, sprains and strains, breaks, bumps, bruises, abrasions, cuts and damages to eyes and skin. Participant will pick up litter and debris in designated areas as agreed to by CITY, KMB, and Participant. The following activities are prohibited and can result in Participant's immediate expulsion from the Program: physical or verbal altercations with other participants; suspected use of illegal substances, alcohol, or other substances which may interfere with Participant's ability to safely participate; creating an unsafe situation; damaging City's property; failure to wear approved safety vests and appropriate protective attire; failure to attend at least one CITY and KMB approved required safety meeting per year prior to participating; entering hazardous areas including but not limited to, bridges, tunnels, construction areas, roadways or highways; attempting to remove hazardous materials; failure to notify KMB or CITY of hazardous materials/conditions observed by Participant; or failure to abide by all applicable laws and regulations while participating in the Program. Participant agrees to abide by these and all other Program rules and Program staff directions, and at all times exercise caution. Violations of these rules are determined in the sole discretion of CITY and/or KMB staff and all decisions are final. The Program may be cancelled or rescheduled due to dangerous weather conditions or as otherwise deemed appropriate by the CITY and KMB.

This Voluntary Liability Waiver and Release Agreement ("Agreement") is hereby executed by the undersigned, or if the undersigned is under the age of 18 years, then the undersigned's parent or legal guardian for and on behalf of the minor (together with any heir, successor, representative or assign, collectively as "Participant"), in favor and for the sole and exclusive benefit of both Keep Mesquite Beautiful, Inc. and the City of Mesquite, Texas and its officers, employees, volunteers, contractors, agents, successors and assigns (the "Released Parties"). In connection with Participant's involvement in the Program, Participant hereby certifies, warrants, represents, agrees and covenants to that he/she is:

- (1) AWARE THAT PROGRAM ACTIVITIES MAY BE HAZARDOUS, IS PHYSICALLY FIT AND FREE OF ANY MENTAL OR PHYSICAL CONDITION, AILMENT OR INJURY (MEDICAL OR OTHERWISE) WHICH WOULD, IN AND OF ITSELF OR IN CONJUNCTION WITH ANY OTHER CIRCUMSTANCE, INCLUDING BUT NOT LIMITED PROGRAM ACTIVITIES, (i) IMPAIR, PREVENT OR PROHIBIT PARTICIPANT FROM ENGAGING IN SUCH PROGRAM ACTIVITIES OR (ii) BE AFFECTED, AGGRAVATED OR WORSEN IN ANY WAY AS A RESULT, DIRECTLY OR INDIRECTLY, OF PARTICIPANT'S INVOLVEMENT IN SUCH PROGRAM;
- (2) OF SOUND MIND AND BODY AND NOT UNDER THE INFLUENCE OF ALCOHOL OR ANY ILLICIT OR PRESCRIPTION DRUG OR MEDICATION WHICH MAY IN ANY WAY IMPAIR PARTICIPANT'S ABILITY TO ENTER INTO THIS AGREEMENT, FULLY UNDERSTAND THE RESPECTIVE INTENT AND MEANING OF ALL OF THE TERMS AND PROVISIONS HEREOF AND TO PARTICIPATE IN THE PROGRAM; AND
- (3) ENTERING INTO THIS AGREEMENT VOLUNTARILY, BY PARTICIPANT'S OWN FREE WILL, ACT AND DEED, WITHOUT ANY UNDUE INFLUENCE FROM THE RELEASED PARTIES OR ANY OTHER THIRD PARTY.

ASSUMPTION OF RISK, RELEASE AND INDEMNIFICATION. PARTICIPANT AGREES THAT PARTICIPANT DERIVES A MATERIAL BENEFIT FROM VOLUNTEERING IN THE PROGRAM AND/OR PARTICIPANT'S INVOLVEMENT THEREIN AND ACKNOWLEDGES PARTICIPANT IS A VOLUNTEER AND HAS NO EXPECTATION OF COMPENSATION. PARTICIPANT FURTHER UNDERSTANDS KMB AND/OR CITY MAY AT ANY TIME, FOR WHATEVER REASON MAKE CHANGES TO OR TERMINATE MY VOLUNTEER ASSIGNMENT. PARTICIPANT UNDERSTANDS THEY MAY LIKEWISE TERMINATE THEIR PARTICIPATION IN THE PROGRAM AT ANY TIME. BY EXECUTION OF THIS AGREEMENT, PARTICIPANT AGREES AND ACKNOWLEDGES THAT THE PROGRAM MAY INVOLVE STRENUOUS ACTIVITY, WHICH MAY BE POTENTIALLY HAZARDOUS AND COULD RESULT IN INJURY, AND PARTICIPANT HEREBY ASSUMES ALL RISKS ASSOCIATED WITH PARTICIPATING IN THE PROGRAM, INCLUDING, WITHOUT LIMITATION, FALLS, CONTACT WITH OTHER PARTICIPANTS, THE EFFECTS OF WEATHER AND THE CONDITION OF SURFACES. FURTHERMORE, PARTICIPANT EXPRESSLY AND UNCONDITIONALLY ASSUMES ALL RISKS AND DANGERS KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, AND RELATING OR INCIDENTAL TO PARTICIPANT'S INVOLVEMENT IN THE PROGRAM AND ANY ACTIVITY ASSOCIATED THEREWITH. PARTICIPANT HEREBY RELEASES AND FOREVER DISCHARGES AND WILL HOLDS HARMLESS, DEFEND AND INDEMNIFY THE RELEASED PARTIES FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, LIABILITIES, JUDGMENTS, ATTORNEYS' FEES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, DEATH, BODILY INJURY, ILLNESS, OR PROPERTY DAMAGE OF ANY KIND OR NATURE (COLLECTIVELY, THE "LOSSES"), ARISING OUT OF OR RELATING TO PARTICIPANT'S INVOLVEMENT IN THE PROGRAM AND ALL ACTIVITIES ASSOCIATED THEREWITH, INCLUDING LOSSES CAUSED BY THE NEGLIGENCE, OR ALLEGED NEGLIGENCE, OF THE RELEASED PARTIES.

MEDICAL ATTENTION. Participant agrees that during the Program, the Released Parties are authorized, but not obligated, to secure appropriate medical attention for Participant in the Program of an accident, illness or injury. Participant shall be responsible for any and all costs of medical coverage and treatment provided not covered by Participant's insurance.

IMAGE RELEASE. Participant further agrees that the Released Parties shall have the right to record, broadcast and otherwise exploit in any and all media throughout the world of Participant's activity/performance in the Program and to use Participant's name, likeness, voice and biographical information in connection therewith. If any provision of this Agreement shall for any reason be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid or unenforceable provision were omitted.

GOVERNING LAW AND VENUE: The validity, interpretation, construction and enforcement of this Agreement shall be governed and controlled by the laws of the State of Texas, without regard to that State's rules with respect to choice of law. Venue for any dispute arising out of this Agreement shall be in Dallas County, Texas. THIS AGREEMENT IS LEGALLY BINDING AND SHALL BE CONSIDERED IRREVOCABLE. PARTICIPANT AGREES THAT THE RESPONSIBLE PARTIES MAY RELY UPON THIS AGREEMENT TO THE FULLEST EXTENT PERMISSIBLE AT LAW OR IN EQUITY.

Participant hereby certifies that all information provided on ALL forms is true, accurate and complete in all respects.

Signature or Parent/Guardian Signature if Participant is under 18

Date:

Name or Parent/Guardian Name if Participant is under 18