



# City of Windom

## ADOPT-A-PARK PROGRAM

The City of Windom welcomes you and your group to participate in the Adopt-A-Park program. The main focus of this program is to help us keep our city parks clean. Your group can select an available park for adoption then sign an agreement with the City to begin participating in the program. Parks are available on a first come first served basis. To find out what parks are available check the City of Windom Web Site [www.windom-mn.com](http://www.windom-mn.com) or contact the Park Department.

Anyone who is interested in adopting a park is welcome to participate in the program. Adopters include:

- Individuals and Families
- Civic Associations
- Corporations
- Community Groups
- Faith-based Organizations
- Neighborhoods

### **Parks for Adoption within the City of Windom:**

Island Park	Abby Park	Kastle Kingdom
Mayflower Park	Windom Recreational Park	Lommen Park
Skate Park	Jen's Park	Schmaltz Park
Dynamite Park	Maple Park	
Tegel's Park	Witt Park	

The agreement forms are attached to this letter.

The following areas within the parks which usually need special attention and general areas of responsibility:

- General park litter
- Debris in the playground areas and around park signs
- Cans and broken bottles
- Placing wood playground chips back in worn areas (via raking)

General areas which can be inspected, notify the City of any problems:

- Broken Playground Equipment
- People dumping garbage, brush or grass clippings in park
- Shattered glass in parking lots or around playground areas
- Vandalism
- Signs missing
- Broken picnic tables, benches or lights broken or not working

The City will provide garbage bags/sanitary gloves for you during clean-up. These supplies can be picked up at the Parks Department 80 County Road 26 in Windom. Or Call 507-831-6137.

Thank You for considering participating in this exciting program;

**City of Windom Park & Recreation Commission**

## **ADOPT-A-PARK AGREEMENT POLICY**

The undersigned wish to participate in the City of Windom's Adopt-A-Park program by adopting a Park.

The undersigned understands and agrees to abide by the established guidelines as set forth below;

1. Participation in the Adopt-A-Park program is on a first come, first serve basis
2. A commitment of one year or a two to three year commitment preferred.
3. All participants under 18 years of age must have responsible adult supervision and submit a parental release form. The group supervisor should carry a first aid kit and be aware of local emergency services in case of injury.
4. Litter pick-up outing should be scheduled once a month April/May; twice a month June/July/August and once a month in September.
5. Outings are recommended for Monday's following any busy weekend or days directly following holidays.
6. Groups that are interested can plant and maintain flower gardens, plant new trees and do some weed removal with approval from the Park Superintendent.
7. For safety reasons, outings should only take place during daylight hours.
8. The Group Supervisor should contact the Parks Department to schedule a litter pickup outing, arrange to obtain trash bags and sanitary gloves, arrange for pickup of filled bags and to report any vandalism or safety hazards.
9. The Group is responsible to bring their own shovels/rakes for playground wood chip repairs.
10. If a person or group wants to sign up for two or more years of service a small plaque with their name on it will be placed at the entrance of that park.

# **ADOPT-A-PARK TERMS OF AGREEMENT**

## **Application to Adopt-A-Park**

Name of the City Park You Wish to Adopt

1<sup>st</sup> Choice \_\_\_\_\_

2<sup>nd</sup> Choice \_\_\_\_\_

3<sup>rd</sup> Choice \_\_\_\_\_

Name of Group \_\_\_\_\_

Contact Person \_\_\_\_\_

Signature \_\_\_\_\_

Mailing Address \_\_\_\_\_

Phone \_\_\_\_\_ E-mail \_\_\_\_\_

Daytime Recognition Section; Please indicate the name you want posted on the Adopt-A-Park website.

Additional Recognition: The Adopter can request a recognition sign for the adopted area. The cost is \$50 which covers the cost of the sign, posts, and installation.

**RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND  
INDEMNITY AGREEMENT WITH PARENTAL CONSENT (“AGREEMENT”)**

In consideration of being allowed to participate in the **Adopt-A-Park Program** in the City of Windom, Minnesota, and any and all related events and activities (collectively, the “Activity”), the undersigned hereby acknowledges and agrees that:

1. I acknowledge, agree, and represent that I understand the nature of the Activity and that I am qualified, in good health, and in proper physical condition to participate in such Activity. I further agree and warrant that if, at any time, I believe the conditions to be unsafe, I will immediately discontinue further participation in the Activity.

2. I fully understand that:

(a) This Activity may involve risks and dangers of serious bodily injury, including permanent disability, paralysis, and death (“Risks”);

(b) these Risks and dangers may be caused by my own actions or inactions, the actions or inactions of others participating in the Activity, the conditions in which the Activity takes place, or the negligence of the “Releasees” named below;

(c) there may be other Risks or social and economic losses either not known to me or not readily foreseeable at this time; and I fully accept and assume all such Risks and all responsibility for losses, costs, and damages I incur as a result of my participation, or that of the minor, in the Activity.

3. I hereby release, discharge and covenant not to sue both the City of Windom and the sanctioning organization(s), as well as their respective administrators, directors, agents, officers, members, volunteers, City council members, employees, other participants, officials, rescue personnel, sponsors, advertisers, owners and lessees of the Premises on which the Activity is conducted, (each of the foregoing shall be considered one of the “Releasees” herein) from all liability, claims, demands, losses, or damages on my account caused, or alleged to be caused, in whole or in part, by the negligence of the Releasees or otherwise including negligent rescue operations.

I further agree that if, despite signing this document, I, or anyone on my behalf, makes a claim against any of the Releasees, I will indemnify, save and hold harmless each of the Releasees from any litigation expenses, attorney fees, loss, liability, damage, or cost which may be incurred as the result of such claim.

I acknowledge that I am age 18 or older, have read this Agreement and fully understand its terms, understand that I have given up substantial rights by signing it, have signed it freely and without any inducement or assurance of any nature, and I intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this Agreement is held to be invalid, the balance, notwithstanding, shall continue in full force and effect.

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PRINTED NAME OF PARTICIPANT, ORGANIZATION SUPERVISOR:

\_\_\_\_\_

PARTICIPANT'S SIGNATURE:

\_\_\_\_\_

ADDRESS:

\_\_\_\_\_  
(Street) (City) (State) (Zip)

PHONE: \_\_\_\_\_ DATE: \_\_\_\_\_

**MINOR RELEASE: (must be completed by Parent/Guardian for any participant under the age of 18)**

I, the minor's parent and/or legal guardian, understand the nature of the Activity and the minor's experience and capabilities and believe the minor to be qualified, in good health and in proper physical condition to participate in such Activity. I hereby release, discharge, covenant not to sue, and agree to indemnify and save and hold harmless each of the Releasees from all liability, claims, demands, losses, or damages on the minor's account caused, or alleged to be caused, in whole or in part by the negligence of the Releasees or otherwise, including negligent rescue operations and further agree that if, despite signing this document, I, the minor, or anyone on the minor's behalf makes a claim against any of the Releasees named above, I will indemnify, save and hold harmless each of the Releasees from any litigation expenses, attorney fees, loss liability, damage, or any cost that may occur as a result of any such claim.

PRINTED NAME OF MINOR PARTICIPANT:

\_\_\_\_\_

PRINTED NAME OF PARENT/GUARDIAN:

\_\_\_\_\_

PARENT/GUARDIAN SIGNATURE (if participant is under the age of 18):

\_\_\_\_\_

ADDRESS:

\_\_\_\_\_  
(Street) (City) (State) (Zip)

PHONE: \_\_\_\_\_ DATE: \_\_\_\_\_