



Ken-Caryl Ranch Metropolitan District

Adopt a Park or Greenbelt Program

Dear Future Volunteers:

Thank you for your interest in the Ken-Caryl Ranch Metropolitan District's Adopt a Park or Greenbelt Program! The Adopt a Park or Greenbelt Program is a great way for individuals and all types of organizations – homeowners associations, religious organizations, schools, private businesses, non-profits and corporations – to adopt an area within our community that needs care and attention. By committing your valuable time and energy, you will help support cleaner, safer and more beautiful parks, trails, and greenbelts.

Each area will have different needs such as sweeping, litter removal, flower bed maintenance, and general clean-up. Occasional painting, small maintenance projects, and plantings may be needed on a less continuous basis. A little time and elbow grease are all that are needed for you to help make our District properties more inviting and safer.

Take pride in your community! Your efforts will have an impact on every person that uses the park, trail or greenbelt you adopt. Become one of our volunteers by adopting a park, greenbelt, or section of trail for one year. If you are unable to commit for an entire year, there are opportunities for special one-time projects that are just waiting for someone like you! The District also gratefully accepts monetary contributions or donations of equipment and plant materials that will be used for maintenance and beautification projects.

Thank you again for your interest in this hands-on effort to make the Ken-Caryl Ranch Metropolitan District an even better place to recreate! For more information on the Adopt a Park or Greenbelt Program, please call District Manager Traci Wieland at (303) 979-1876, or e-mail traciw@kcranch.org.

You can mail or drop off an application form to:

C/O Traci Wieland, District Manager
Ken-Caryl Ranch Metropolitan District
7676 S. Continental Divide Road
Littleton, CO 80127

Ken-Caryl Ranch Metropolitan District

Adopt a Park or Greenbelt Program Application Form

Organization Information:

Organization Name _____

Contact Name (s) _____

Title _____ Phone _____

E-mail Address _____ Fax _____

Mailing Address (address, city, zip)

Approximate Size of Membership _____ Approximate Number of Volunteers _____

Adoption Information:

Name of Preferred Park or Greenbelt _____

Location (intersection or subdivision) _____

Date Available to Start _____ End Date _____

Preferred Time of Day _____

How often can you commit to these days and times (weekly, monthly, seasonally)?

Other information you would like us to know about your organization

Ken-Caryl Ranch Metropolitan District

Adopt a Park or Greenbelt Program

Agreement

This Adopt a Park or Greenbelt Agreement ("**Agreement**") is entered into by and between the Ken-Caryl Ranch Metropolitan District, a political subdivision of the State of Colorado ("**District**"), and _____ ("**Adopter**") for the Adopter to perform certain volunteer maintenance and beautification services ("**Services**") to the park or greenbelt specifically identified in **Attachment A** (the "**Adopted Area**"). The District and the Adopter will be jointly referred to as the "**Parties**" or individually as "**Party**".

1. The Adopter, if an individual, or members of the Adopter, if an organization, will perform the Services within the Adopted Area identified on the task and responsibilities list set forth in **Attachment B** ("**Task List**"). The Adopter is performing the Services for civic, charitable and/or humanitarian reasons, without promise, expectation or receipt of compensation for the Services rendered within the meaning of the Fair Labor Standards Act of 1938, 29 U.S.C.A. §§ 201, et. seq (FLSA), and the regulations of the US Department of Labor Wage and Hour Division, 29 C.F.R. § 553.100 et seq.,

2. The Parties may revise the Task List at any time by a written document signed by the Parties . The Adopter will not perform any activity the District has not previously approved, and will not subcontract or hire others to perform any aspect of the Services listed in the Task List. The District may, at its discretion, perform or cause others to perform the Services listed in the Task List.

3. The Adopter agrees to abide by the safety guidelines set forth in **Attachment C**. The Adopter representative who signs this Agreement, or his/her designee, will ensure that each person performing Services under this Agreement reads and abides by the safety guidelines.

4. The Adopter agrees that it will not discriminate against any person desiring to perform Services under this Agreement on the basis of race, color, religion, creed, national origin, ancestry, gender, marital status, military status, age, disability, sexual preference or orientation, transgender status, genetic information, or membership or other status in any other group protected by federal state or local law.

5. UNDER NO CIRCUMSTANCES SHALL THE ADOPTER, IF AN INDIVIDUAL, OR MEMBERS OF THE ADOPTER, IF AN ORGANIZATION BE CONSIDERED DISTRICT EMPLOYEES FOR ANY PURPOSE WHATSOEVER. THE DISTRICT WILL NOT PROVIDE WORKERS' COMPENSATION INSURANCE OR ANY FORM OF COMPENSATION OR BENEFITS WHATSOEVER TO THE ADOPTER OR ADOPTER'S MEMBERS.

6. Adopter, if an individual, or members of the Adopter, if an organization, must review and sign the Individual Waiver and Release Form set forth as **Attachment D** before performing any Services under this Agreement.

7. Either party may end this Agreement at any time by sending written notice to the other party.

8. Colorado law governs this Agreement. This Agreement is the entire agreement between the Parties and there are no oral or collateral agreements or understandings. This Agreement may only be amended by a document signed by the Parties. If any provision is held invalid or unenforceable, all other provisions shall continue in full force and effect. Waiver of a breach of this Agreement shall not operate or be construed as a waiver of any subsequent breach of this Agreement. This Agreement is not intended to, and shall not, confer rights on any person or entity not named as a Party to this Agreement. In any dispute arising from or relating to this Agreement, the prevailing Party shall be awarded its reasonable attorney's fees, costs and expenses, including any attorneys' fees, costs and expenses incurred in collecting upon any judgment, order or award. This Agreement may be executed in several counterparts and by facsimile, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

9. This Agreement is not intended, and shall not be construed, as a waiver of the limitations on damages or any of the privileges, immunities, or defenses provided to, or enjoyed by, the District and its directors, officers and employees under common law or pursuant to statute, including but not limited to the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq.

KEN-CARYL RANCH
METROPOLITAN DISTRICT

ORGANIZATION/INDIVIDUAL

By _____

By _____

Date _____

Date _____

Attachment A
Ken-Caryl Ranch Metropolitan District
Adopt a Park or Greenbelt Program,
Task and Responsibilities List

Adopter: _____

Primary Contact Person: _____

Tel.: _____

Fax: _____

E-mail: _____

TASK

AREA

FREQUENCY

<u>TASK</u>	<u>AREA</u>	<u>FREQUENCY</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Attachment B
Ken-Caryl Ranch Metropolitan District
Adopt a Park or Greenbelt Program
Individual Waiver and Release Form

I represent that my physical condition and fitness are adequate for me to safely participate in the Ken-Caryl Ranch Metropolitan Park & Recreation District's ("**District**") Adopt a Park or Greenbelt Program ("**Program**"), and that no physician or any other qualified individual has advised me against participating in the Program or in similar activities. I understand that I am participating in this Program on a purely voluntary basis, and I assume full responsibility for taking safety precautions to protect myself from injury.

In consideration for being permitted to participate in the Program, I, individually and on behalf of my family members, heirs and assigns, hereby release, waive, and discharge the District and its past and present officers, directors, agents, employees and representatives, from any and all liability, causes of action under any theory of law, claims and demands, damages, costs, expenses and compensation, arising from or relating to any injury/death or damages to person or property incurred as a result of participating in the Program.

I agree to indemnify, defend, save and hold harmless the District and its current and former officers, directors, agents, employees and representatives from and against any loss, liability, damage, claim, cost or expense, of any kind or nature whatsoever, including court costs and attorneys' fees, resulting from my participating in the Program.

This Release is not intended, and shall not be construed, as a waiver of the limitations on damages or any of the privileges, immunities, or defenses provided to, or enjoyed by, the District and its directors, officers and employees under common law or pursuant to statute, including but not limited to the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq.

Colorado law governs this Release. This Release is the entire agreement between the parties as to the subject matter addressed herein and there are no oral or collateral agreements or understandings. This Release may only be amended by a document signed by the parties. If any provision is held invalid or unenforceable, all other provisions shall continue in full force and effect. In any dispute arising from or relating to this Release, the prevailing party shall be awarded its reasonable attorney's fees, costs and expenses, including any attorneys' fees, costs and expenses incurred in collecting upon any judgment, order or award. This Release may be executed in several counterparts and by facsimile, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

Parent or legal guardian must sign for participants who are under 18 years of age.

Name _____ Signature _____ Date _____

Name _____ Signature _____ Date _____

Name _____ Signature _____ Date _____

Name _____ Signature _____ Date _____

Name _____ Signature _____ Date _____

Name _____ Signature _____ Date _____

Name _____ Signature _____ Date _____

Name _____ Signature _____ Date _____

Name _____ Signature _____ Date _____

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Name _____ Signature _____ Date _____

Name _____ Signature _____ Date _____

Name _____ Signature _____ Date _____

Name _____ Signature _____ Date _____

Name _____ Signature _____ Date _____

Name _____ Signature _____ Date _____

Name _____ Signature _____ Date _____

Name _____ Signature _____ Date _____

NOTICE

If you have any doubts about your physical capacity for participating in any of the scheduled activities, you should consult your physician.

Attachment C

NOTICE

If you have any doubts about your physical capacity for participating in any of the scheduled activities, you should consult your physician.

Ken-Caryl Ranch Metropolitan District Adopt a Park or Greenbelt Program Safety Guidelines

Ken-Caryl Ranch Metropolitan District ("District") wishes to thank you for joining our Adopt a Park or Greenbelt team! Together, we can work to improve the quality of our parks and greenbelts.

Your safety is a crucial aspect of this important job. Reading and committing to the safety guidelines provided below will help ensure that your experience is as enjoyable as possible.

1. Organizations must provide adequate supervision for volunteers who are 18 years of age or younger. Volunteers must be at least 16 years old.
2. We ask that volunteers do not perform any activities outside of their physical capabilities.
3. The use of power tools and motor-driven equipment is prohibited unless there is written authorization from Ken-Caryl Ranch Metropolitan District, and under any circumstance must only be performed by individuals at least 18 years of age.
4. All volunteers are required to sign a waiver and release form before participating in or performing any activity relating to the District's Adopt a Park or Greenbelt Program. All volunteers under the age of 18 must have the signature of a parent or legal guardian on their waivers.
5. All volunteers must wear appropriate clothing and shoes.
6. All volunteers must only work during daylight hours.
7. All volunteers must avoid inclement weather (lightning, etc.).
8. All volunteers should beware of poisonous insects, rattlesnakes, and other irritants.
9. Gloves, close-toed shoes, and insect repellent are strongly recommended.
10. All volunteers should beware of traffic when working close to roadways or on trails.
11. All volunteers must avoid (and report to District Staff) discarded needles and syringes.

12. All volunteers should avoid contact with unknown chemicals. If hazardous material is found, call 911 to report.
13. All volunteers should avoid approaching any unfamiliar animals, including pets.
14. All volunteers should avoid sunburn by wearing sunscreen and protective clothing.
15. All volunteers should carry water and stay hydrated through their scheduled work period.