



Adopt-a-Park Application

Thank you for your interest in participating in the Hyland Hills Park and Recreation District's Adopt-a-Park Program. With your participation, you not only make a positive difference in your community, but also provide a team-building exercise for your group! By agreeing to participate in our Program, you will be joining in a partnership with the Hyland Hills Park & Recreation District to maintain and preserve one of our community parks.

After three months of service, the District will install one 12" x 18" sign showcasing your business name/logo at the park you adopt. Additionally, your organization will be recognized on the District's website for your adoption of the park. The District reserves the right to modify such signage or website posting at any time, for any reason.

By submitting this Application, you are agreeing to maintain the park identified below in accordance with District direction and policies, including:

- Picking up litter
- Raking leaves
- Planting flowers and/or pulling weeds (applicant shall obtain Hyland Hills Parks Department written approval prior to conducting such maintenance)
- Sweeping all hard surfaces (e.g. basketball courts, sidewalks)
- Reporting any vandalism, dirty restrooms, unsafe conditions and/or necessary repairs to the District
- Assisting with special projects assigned by the Hyland Hills Parks Department

Additionally, you agree not to substantially modify the park landscaping without prior written approval from the District.

You agree to furnish the above maintenance work at least two hours per month from April – October. If, at any time, you find that you are unable to continue your commitment to your park, you agree to notify the District as soon as possible so the District can continue to keep the park well maintained.

Please submit application documents and any Program questions or comments to Kellie Flowers, Community Relations Manager, at kflowers@hylandhills.gov.



Applicant Information

Once the District receives your completed Application and Release of Liability, the District will contact you with further information. Your participation in the Program is contingent upon the District's written acceptance of your Application and Release of Liability.

Applicant must be at least 18 years of age.

Applicant Information:

Name of Park to Adopt: _____

Name of Applicant: _____

Name of Organization: _____

Phone Number: _____ Email: _____

Expected Program Period: _____

How many people will be involved in adopting and maintaining this park? _____

****Applicant agrees to ensure that all individuals participating in the Program, regardless of duration of participation, deliver a completed Release of Liability to the District prior to participation.**

Release of Liability

**THIS IS A RELEASE OF LIABILITY.
READ IT CAREFULLY AND COMPLETELY BEFORE SIGNING.
ASSUMPTION OF RISK, RELEASE, WAIVER, AND COVENANT NOT TO SUE**

The undersigned has requested permission from Hyland Hills Park and Recreation District, a quasi-municipal corporation and political subdivision of the State of Colorado, to participate in the Adopt-A-Park Program ("Program") and hereby agrees to the following assumption of risk, release of liability, waiver, and covenant not to sue ("Release") as a condition of participating in the Program.

1. **Release of Liability**. In consideration of being permitted to participate in the Adopt-A-Park Program, the undersigned, for themselves, their legal representatives, heirs, and assigns hereby releases, forever discharges, indemnifies, and agrees to hold harmless the Hyland Hills Park & Recreation District, its officers, directors, employees, volunteers, and agents (collectively, the "District") from and against any and all claims, damages, losses, liabilities, demands, lawsuits, and expenses, including reasonable attorney's fees, arising from personal injury, sickness, death, and/or property damage, whether caused by negligence of the District or otherwise, which arise during or result directly or indirectly from the undersigned's participation in the Program. The undersigned further agrees to indemnify and hold harmless the District for any acts of the undersigned, of whatever kind or nature whatsoever, related to participation in the Program.

Furthermore, the undersigned has independently evaluated and reviewed the risks of participating in the Program and has determined to participate in the Program with full knowledge and acceptance of such risks. The undersigned hereby assumes full responsibility and liability for all risk of personal injury, sickness, death, and/or property damage which may arise from the undersigned's participation in the Program.

2. **Volunteer Participation**. The undersigned understands that their participation in the Program is as a volunteer and not as an employee of the District. The undersigned is not entitled to compensation or benefits, including but not limited to workers' compensation benefits.

3. **Compliance with Policies and Law**. The undersigned agrees to follow the direction of District staff and abide by District rules and policies and all applicable laws. The undersigned understands that depending on the nature of the Program services, the work involved may include hazardous activities. The undersigned understands and agrees that the District is not responsible for determining whether an activity is suitable for the undersigned; the undersigned must make that determination.

4. **No Waiver of Governmental Immunity**. The undersigned acknowledges that nothing herein is intended to or shall constitute any waiver of the monetary limitations or other rights, immunities or protections provided by the Colorado Governmental Immunity Act, § 24-10-101 *et seq.*, C.R.S. or otherwise available to the District.

5. **Media Release**. The undersigned hereby grants and conveys to the District all rights, title, and interest in any and all photographic images and video or audio recordings made by the District during the undersigned's participation in the Program including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.

6. **Interpretation.** The undersigned expressly agrees that this Release is intended to be as broad and inclusive as is permitted by the laws of the State of Colorado. If any portion of this Release is held invalid, the balance shall, notwithstanding, continue in full legal force and effect.

7. **Law; Venue.** The laws of the State of Colorado shall govern the construction, interpretation, execution, and enforcement of this Release. Venue for any dispute between the parties to this Release arising out of or relating to this Release shall be in the State of Colorado District Court for Adams County.

Signature: _____

Printed Name: _____

Date: _____

MINORS: If Participant is under 18, signature of parent or guardian is required.

As the parent or legal guardian of the Program Participant ("Participant"), I give my permission for the Participant to engage in the Program. By my signature below, I fully ratify, accept and agree to all of the terms of the above Release both for myself individually and as parent or legal guardian of the Participant.

Minor Participant's Name: _____

Parent/Guardian Signature: _____ Date: _____

Parent/Guardian Name: _____

This release must be completed and delivered to Hyland Hills Park and Recreation District either in person, electronically, or by mail prior to participation in the Program. Our electronic address is kflowers@hylandhills.gov. Our physical address is: 8801 N. Pecos Street, Federal Heights, CO 80260.