

Volunteer Project Application
City of Covington Parks and Recreation
20 West Pike Street
Covington, Kentucky 41011



Section 1: Applicant Information

Name of individual, group, or organization (the “Volunteer”): _____

Contact Person’s Name: _____

Address: _____

Email Address: _____

Phone Number: _____ Will any participants be minor children: _____

Section 2: Volunteer Activity Information

Name of Park: _____

Description of Location in Park (If needed): _____

Description of volunteer activity (the “Project”):

Pick up litter and debris _____ time(s) per month.

Tree or garden planting.

Garden maintenance including weeding, watering, etc.

Painting facilities or amenities.

Other projects not explicitly listed: _____

Proposed date(s) volunteer work is to occur: _____

Section 3: Terms and Conditions

Submitting an application does not guarantee that a project will be approved. City staff will evaluate the application in accordance with the Volunteer Projects Standard Operating Procedure established by City Manager Order No. 01-2020. If the application is approved, the project will be subject to the terms and conditions attached hereto. By signing this application, you agree to be bound by the terms of the Volunteer Agreement upon approval of the application. If approved by the City, an executed copy of the Volunteer Agreement will be provided to you. If approved with conditions, a copy of these conditions will be provided for Volunteer’s signature, wherein the fully-executed conditions will become part of the Volunteer Agreement. By signing this application (“Application”), you specifically acknowledge and agree to be bound by these terms and conditions.

Official use only

Approved:

Approved with Conditions (fully-executed conditions attached as Exhibit C):

Denied:

Signature of City of Covington official: _____ Effective date: _____

Park Volunteer Program Agreement - Terms and Conditions

NOW THEREFORE, for and in consideration of the following agreement set forth herein, the right to enter City property, the benefits of volunteer service, and other good and valuable consideration, the Volunteer, agrees as follows:

1. **Location & Time.** The Volunteer will perform the Project(s) only on the City property described in the Application. The Project must be performed only on the dates and only at the times listed on the Application.
2. **Safety Requirements.** The Volunteer and all participants will comply at all times with the safety instructions attached hereto as Exhibit A. These instructions are intended as a guide, and are not an exhaustive list of all precautions that Volunteer may be expected to take to ensure the safety of Volunteer, all participants, and visitors and passerby of the City parks.
3. **Code of Conduct.** While performing the Project, Volunteer shall behave in a professional manner. Volunteer shall be respectful of all individuals using City parks, and shall not exclude any individual from City property, except as necessary to perform the Project safely and as authorized by City. Volunteer shall not discriminate against any individual based on a protected class, including but not limited to race, color, religion, sex, sexual orientation, gender identity, age, national origin, or disability.
4. **No Employment Relationship.** The Volunteer and all participants are volunteers, and the Project(s) are rendered to the City as a gift. The Volunteer and the participants shall not receive any compensation or benefits from the City for the Project. No partnership or joint venture is intended to be created by this Agreement, nor any principal-agent or employer-employee relationship between the City and Volunteer. The Volunteer does not have the authority to make commitments for or to bind the City to any obligation, and shall not attempt to do so.
5. **Discretion of City.** Volunteer acknowledges that City is not obligated to provide funds, services, materials, or oversight for the Project unless expressly specified in Exhibit C. Volunteer expressly agrees that the City's obligation to perform under this Agreement is subject to the availability of funds and staff, and is wholly within the discretion of the City Manager ("Manager"). Any improvements to the City park shall be approved in advance by the Departments' Volunteer Project Standard Operating Procedure and shall comply with all local, state and federal ordinances, rules, laws, and regulations.
6. **Termination.** The City may terminate the Agreement by giving written notice of termination to Volunteer. City shall additionally have the right to order Volunteer and any participants to cease the Project at any time, for any reason.
7. **Improvements.** Any improvements to City-owned property and parks immediately become City property. Volunteer and all participants relinquish any claim, right, or interest in any improvements made to City property regardless of personal property or labor involved in the making of the

improvement. City shall have full authority to remove improvements made as part of the Project from City property at any time.

8. **Individual Release Forms.** Volunteer is responsible for ensuring that each individual participant signs a separate release form **PRIOR TO ANY PARTICIPATION IN THE PROJECT**, attached hereto as Exhibit B. These forms must be provided to the City within one business day of any individual's participation in the project.
9. **Liability Release.** Notwithstanding the above provision, it is expressly agreed by the Volunteer that the City cannot and does not assume any liability for the actions of the Volunteer or any fellow volunteer participants in performing maintenance on parks and other City property. **ACCORDINGLY, THE VOLUNTEER AGREES TO INDEMNIFY AND HOLD THE CITY HARMLESS FROM ANY AND ALL CLAIMS, SUITS, ACTIONS OR JUDGMENTS ARISING FROM THE CONDUCT OF THE CITY, INCLUDING THE CITY OR ITS EMPLOYEES' OR AGENTS' OWN NEGLIGENCE, OR THAT OF THE VOLUNTEER OR ANY OF ITS PARTICIPANTS IN THE MAINTENANCE SERVICES UNDER THIS AGREEMENT, WITH RESPECT TO DAMAGE TO PROPERTY, INCLUDING BUT NOT LIMITED TO STRUCTURES, VEHICLES, OR PERSONAL PROPERTY INVOLVED IN THE MAINTENANCE SERVICES OR INJURY TO PERSONS, INCLUDING, BUT NOT LIMITED TO, PHYSICAL OR MENTAL INJURY, EMOTIONAL DISTRESS, SERIOUS BODILY INJURY, OR DEATH.** In addition to the indemnities provided above, Volunteer shall defend City, its officers, agents, and employees (i) against any suit, proceeding, claims for losses, costs, damages or expenses including, without limitation, charges for personal injury, death or property damage that arise out of any and all acts or omissions Volunteer or Volunteer's employees, agents, invitees or participants, in connection with the Project; and (ii) shall pay all damages, costs and expenses in connection with such actions, including City's attorneys' fees.
10. **Insurance Coverage.** The City is a self-insured entity and does not maintain any worker's compensation coverage or other insurance that would cover Volunteer or any participants. This agreement does not in any way obligate the City to cover any financial loss to Volunteer or any participant through its self-insurance program.
11. **Notices.** All notices provided for herein shall be sufficient if sent by certified or registered mail, return receipt requested, postage fully prepaid, addressed to the proper party at the following addresses:

City: City of Covington
ATTN: Manager
Parks and Recreation Department
20 West Pike St.
Covington, Kentucky 41011

Volunteer: Notice shall be sent to the address listed for the Volunteer on page 1.

Either party may designate an alternate address for notice provided they do so in writing.

12. **Law Governing.** The laws of the State of Kentucky shall govern the validity, performances and enforcement of this Agreement. Any litigation regarding this Agreement shall be held in a court of competent jurisdiction in Kenton County, Kentucky.
13. **Entire Agreement.** This Agreement, including the Application, these terms and conditions, and the exhibits hereto which are incorporated by reference, contain all of the agreements between the Volunteer and City and may not be modified, except by an agreement in writing signed by both parties.
14. **Severability.** The invalidity or illegality of any provision hereof shall not affect the remaining provisions hereof.
15. **Authorization to Enter Agreement.** The individual signing this Agreement acknowledges that he or she is authorized to do so and said individual further warrants that he or she is authorized to commit and bind the party to the terms and conditions of this Agreement.
16. **Dissolution/Reentry.** Should Volunteer re-organize, change its name, dissolve as an entity or cease to operate as an entity, it shall provide written notice of such event to the City ninety (90) days prior to such event. Such event shall terminate this Agreement.
17. **Assignability.** This Agreement is for exclusive benefit of the parties, and cannot be assigned, directly or indirectly, without the written consent of the other party. This Agreement shall not be construed to create any third-party beneficiaries.

By signing this Application, the undersigned agrees to be bound by the terms and conditions of this Agreement upon approval of the Application by the City of Covington. The undersigned further represents that the information provided in the Application is true and accurate.

Applicant Signature: _____ Date: _____

EXHIBIT A- SAFETY INSTRUCTIONS

The Volunteer and all participants must observe the following safety instructions at all times:

1. Work only during daylight hours and fair weather.
2. Stay away from park mowing operations and any other City maintenance or construction activities.
3. Participants under 16 years of age must be supervised by a responsible adult.
5. Be aware of potential hazards such as drug paraphernalia, broken glass, snakes, insects, noxious weeds, and hazardous materials.
6. Wear appropriate protective clothing, including but not limited to hard-soled shoes and gloves.
7. Do not operate dangerous tools or heavy machinery without prior training and authorization.
8. Do not use hazardous or toxic chemicals such as pesticides or other chemicals.
9. Do not attempt to remove known or suspected toxic/hazardous substances. Do not pick up discarded syringes, needles, or suspicious containers.
10. Report discarded syringes, needles, or suspicious containers to the Parks and Recreation Department.
11. Report broken equipment or any other potential hazards to the Parks and Recreation Department.
12. Know the park rules and be safety conscious at all times.

EXHIBIT B- LIABILITY RELEASE

Name: _____ Age: _____

Birthdate: ____/____/____ Email: _____

Address: _____

City: _____ State: _____ Zip: _____

Home Phone: _____ Cell: _____

Emergency Contact: _____ Phone: _____

Alternate Emergency Contact: _____ Phone: _____

All individuals volunteering in City parks (the "program") agree that for an in consideration of their participation, and satisfaction of community activism, that they agree to waive any claims that they may have now or in the future as a result of their participation in the volunteer program.

By signing this Liability Waiver and Release form, the program participant agrees to RELEASE and HOLD THE CITY OF COVINGTON HARMLESS for any claims for damages or injuries incurred by the program participant with respect to damage to property, including but not limited to, structures, vehicles, or personal property involved in the maintenance services, or injury to persons, including, but not limited to, minor physical or mental injury, emotional distress, serious bodily injury, or death.

The volunteer agrees that he or she ASSUMES ALL OF THE RISKS OF PARTICIPATING IN THE PROGRAM ACTIVITIES, including but not limited to any risks that may arise from negligence or carelessness on the part of Covington, its departments, employees, agents, administrators, or officials.

The volunteer represents that the volunteer participant is physically fit, has sufficiently prepared or trained for participation in the program, and has not been advised not to participate by a qualified medical professional; and, certifies that there are no health related reasons or problems which preclude participation in the program.

I have read and fully understand and agree to the above terms of this Liability Waiver and Release Form. I am signing this agreement voluntarily and recognize that my signature serves as complete and unconditional release of all liability to the greatest extent allowed towards the City of Covington. I understand that I have the right to review this document with my attorney and have been encouraged to do so by the City of Covington.

Signature: _____ Date: _____

EXHIBIT C- CONDITIONS

Official Use Only

The following conditions shall constitute modifications or additions to the original Application or Agreement that shall bind the parties upon execution of the full agreement:

By signing this Exhibit C- Conditions, the undersigned additionally agrees to be bound by the terms herein so much as they modify or add to the submitted Application or Agreement. The undersigned further represents that the information provided in the Application is true and accurate.

Applicant Signature: _____ Date: _____