Adopt-a-Trail
Town *of* Wake Forest

Program Agreement

ENHANCEMENT PROJECT

Select your preferred Enhancement Project:

- ☐ Rain garden
- ☐ Trailhead signage/kiosk
- ☐ Landscape beautification
- ☐ Trail art
- ☐ Bat boxes
- ☐ ¼-mile marker installation
- ☐ Stream bank restoration
- ☐ Birdhouses
- ☐ Plant/tree identification signs
- ☐ Soft trail construction*
- ☐ Water quality monitoring
- ☐ Other _____

** Soft trail construction will be under direct supervision of the Town and will require a considerable amount of time, effort and group dedication.*

AGREEMENT: The Town of Wake Forest (the "Town") and _____ (name of participating business, organization or individual) (the "Participating Entity") recognize the need and desirability of litter-free and visually aesthetic greenway trails. The Adopt-A-Trail Program (the "Program") has been established for community and civic organizations as well as private businesses and industry to contribute toward the effort of maintaining cleaner and more beautiful trails.

The Participating Entity agrees to not hold the Town responsible for any injuries it, its participants, representatives, employees or agents may suffer or damages that it, its participants, representatives, employees, or agents may cause or suffer as a result of participation in the program.

The Participating Entity agrees to require all participants to sign a Town Adopt-A-Trail Program Release Form and/or a Youth Participation Release (the "Release Form"), as applicable, as a condition to any individual participant's participation in the program. The Participating Entity agrees to deliver a completed Release Form to the Planning Department prior to each time that it performs work pursuant to this Program Agreement.

The Participating Entity agrees to indemnify and hold harmless the Town and its employees, officers, agents and representatives with respect to any liability, costs or expenses incurred by the town in connection with the failure of a participant to sign the required waiver.

The Participating Entity volunteers to maintain this project at least four (4) times a year along its section of trail to promote a better environment in the community. This agreement shall be valid for a period beginning _____, 20__, and ending _____, 20__. The Participating Entity may cancel this agreement upon 30 days written notice to the Town of Wake Forest.

If the Participating Entity enters into a contract with a business, organization or individual to maintain its Enhancement Project, it agrees to notify [_____] in writing within ten (10) calendar days of entering into its agreement (whether written or verbal) with the contractor and acknowledges that failure to notify such person of such action may result in termination of the agreement.

Non-Discrimination Policy: The Town Parks and Recreation Department does not discriminate on the basis of race, color, national, origin, sex, religion, age, sexual orientation or disability in employment opportunities or the provision of services, programs, or activities. A participant alleging discrimination on the basis of any of the aforementioned areas may file complaint with the Director of the Wake Forest Planning Department or the Office of Equal Opportunity, US Department of the Interior, Washington, DC 20240.

The Town recognizes the Participating Entity as responsible for the following enhancement:

_____

DESCRIPTION OF PROJECT *(to be filled out by the Town)*

_____

TRAIL NAME AND SECTION *(to be filled out by the Town)*

Registration Process

1. Complete and sign the *Program Agreement* and *Adopting Group Contact Persons*
2. Prior to performing work, return completed *Release Forms* in person or mail to: Town of Wake Forest | 301 S. Brooks Street | Wake Forest, NC 27587

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Adopting Group Contact Persons

To be completed by adopting group

Note: For all college or university student groups, one contact person must be group's school advisor.

PRIMARY Group Contact Person

☐ MR ☐ MS

NAME

STREET ADDRESS / PO BOX | CITY | STATE | ZIP

HOME PHONE | WORK PHONE

FAX | EMAIL

☐ I would like to receive occasional email communications about Town of Wake Forest programs, services, and special events. By agreeing to receive email communications about Town of Wake Forest programs, services, and special events, I understand my email address will not be disclosed to any other organization (except as required under N.C.G.S. § 132) and I may unsubscribe from the service at any time.

SIGNATURE | DATE

SECONDARY Group Contact Person

☐ MR ☐ MS

NAME

STREET ADDRESS / PO BOX | CITY | STATE | ZIP

HOME PHONE | WORK PHONE

FAX | EMAIL

☐ I would like to receive occasional email communications about Town of Wake Forest programs, services, and special events. By agreeing to receive email communications about Town of Wake Forest programs, services, and special events, I understand my email address will not be disclosed to any other organization (except as required under N.C.G.S. § 132) and I may unsubscribe from the service at any time.

SIGNATURE | DATE

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Release Form

This release is executed on _____, 20____, by _____(name of group) (the "Group") and its members, whose signatures appear below (hereinafter referred to collectively as "Releasors").

In consideration of being permitted to participate in the Town of Wake Forest's Adopt-A-Trail Program (the "Program") for the section of the trail identified in the Group's Adopt-A-Trail Program Agreement (the "Agreement") with the Town of Wake Forest, Releasors, being of lawful age, for themselves and their personal representatives, heirs, and next of kin, hereby release and forever discharge the Town of Wake Forest and its officials, employees, and/or agents (hereinafter referred to collectively as the "Town"), from any and every claim, demand, action or right of action, of whatsoever kind or nature, either in law or in equity arising from or by reason of any bodily injury or personal injuries known or unknown, death and/or property damage resulting or to result from any accident that may occur as a result of participation in the Program.

Releasors acknowledge that participation in the Program is voluntary and that the work to be performed and the work environment may be hazardous. Releasors agree that they will follow all Town of Wake Forest safety guidelines and directives and that they will wear and use all required items of safety gear and equipment for the performance of their volunteer duties. Releasors assume full responsibility for and assume the risk of bodily injury, death or property damage while picking up litter, debris, or loose brush and otherwise participating in the Program. Releasors agree to indemnify the Town from any loss, liability, damage or cost the Town may incur due to the presence of Releasors in, on or near those sections of the trail referenced in the Group's Agreement.

Releasors acknowledge their likeness may be captured by the Town for use in promotional, news, or informational media. Participation in this activity implies consent. If any Releasor does not wish for such a photo to be used, please contact the Planning Department at (919) 435-9513.

In no event shall the Releasors be considered the agents or employees of the Town.

Releasors agree that this release, waiver, and indemnity agreement is intended to be as broad and inclusive as permitted by the laws of the State of North Carolina and that if any portion of the agreement is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

A participating child's parent or guardian is required to sign a "Youth Participation Release" in the form attached hereto for each volunteer less than 18 years of age.

No one may participate in the Program without first having signed below as a Releasor, and no one under the age of 18 may participate without having signed as a Releasor and having a parent or guardian sign the Youth Participation Release.

This Release contains the entire agreement between the parties to this agreement, and the terms of this Release are contractual and not a mere recital.

RELEASORS:

Signature	Print Name	Date

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Adopt-a-Trail
Town of Wake Forest

Release Form

Additional Signatures

Group's Name	Date

Signature	Print Name	Date

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Youth Participation Release

To be signed for each child volunteer under the age of 18

As the parent/guardian (the "Parent") of the minor child named below (the "Child," and together with the Parent, the "Releasors"), I hereby give permission for the Child to participate in one or more Adopt-A-Trail Programs. By my signature I release the Town of Wake Forest for the Child, the Parent, and his or her personal representatives, heirs, and next of kin, hereby release and forever discharge the Town of Wake Forest and its officials, employees, and/or agents (hereinafter referred to collectively as the "Town"), from any and every claim, demand, action or right of action, of whatsoever kind or nature, either in law or in equity arising from or by reason of any bodily injury or personal injuries known or unknown, death and/or property damage resulting or to result from any accident which may occur as a result of the Child's participation in the Adopt-A-Trail Program.

The undersigned acknowledges that participation in the Adopt-A-Trail Program is voluntary and that work on trails may include exposure to numerous hazards. Releasors assume full responsibility for and assume the risk of bodily injury, death or property damage. Releasors agree to indemnify the Town from any loss, liability, damage or cost the Town may incur due to the participation of the Child in the Adopt-A-Trail Program.

In no event shall the Child be considered the agent or employee of the Town.

The Parent agrees that this release, waiver, and indemnity agreement is intended to be as broad and inclusive as permitted by the laws of the State of North Carolina and that if any portion of the agreement is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

The Parent realizes that transportation to and from the program is the Parent's responsibility, and that if anyone connected with the program transports the Child on Parent's behalf, Parent will hold that party blameless for any accident or injury that may occur. Such absolution is to be binding when the above individuals are acting within the scope of the activity. Parent hereby accepts the instructor, supervision, facilities, and equipment, as being satisfactory for the program activity named above. Parent understands that insurance coverage is Parent's responsibility, and Parent certifies that Parent has read and agreed to the terms stated above and that all information provided is correct to the best of Parent's knowledge.

The Parent further states that it has carefully read this Release and knows the contents of the Release and signs this Release as his or her own free act, on the Parent's behalf and on behalf of the Child. The Parent hereby represents and warrants to the Town that he or she is the parent or legal guardian of the Child, with full legal authority to execute this Release on the Child's behalf.

_____
PRINT NAME OF MINOR CHILD

_____
SIGNATURE OF PARENT OR GUARDIAN DATE

_____
PRINT NAME OF PARENT OR GUARDIAN

_____
STREET ADDRESS CITY STATE ZIP

_____
TELEPHONE

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