



## City of Wichita Falls Adopt-A-Trail Litter Cleanup Program Agreement

The City of Wichita Falls (hereinafter called the “City”) and the volunteer Group named: \_\_\_\_\_, (hereinafter called the “Group”) recognize the need and the desirability of litter free Trails and are entering this Agreement to permit the Group to contribute towards the effort of maintaining a litter-free City.

**In consideration of being permitted to enter City of Wichita Falls property, the Parties acknowledge and agree to the following terms and conditions:**

### **Group Responsibilities:**

1. The Group agrees to obey, abide by and to assure that each participant obeys all laws and regulations relating to pedestrian and traffic safety.
2. The Group must notify and remind each participant of the hazardous nature of litter Cleanups, certain wastes, including but not limited to heavy objects, syringes, needles, condoms, animal bodies, glass, sharp objects, etc.; activities near roadways and driveways.
3. The Group has designated a contact person (hereinafter called “Liaison”) on its Application for the Adopt-A-Trail Litter Cleanup Program who will:
  - a) Assure that all participants are responsible individuals and that participating minors, 17 years of age or younger, are provided with adequate adult supervision.
  - b) Distribute and collect signed releases from all participants.
  - c) Notify the City before each Cleanup event, when the event is complete and if any heavy hazardous trash is not collected by the Group.
  - d) Assure that a Cleanup Report Form is submitted to the Adopt-A-Trail program coordinator within (5) days after the Cleanup event.
4. When participants are seventeen (17) years of age or younger (hereinafter called “young participants”), the Group must furnish adult supervision using at least one (1) adult participant for every four (4) young participants. Adult supervisors of young participants must be consistently present at the Cleanup site and in the presence of the supervised young participant during all activities relating to the Cleanup event.
5. The Liaison must assure the City that:
  - a) All adult participants have signed the Release Agreement. **(Exhibit A).**
  - b) All young participants have had the Release Agreement signed by their parent or legal guardian
  - c) Prior to the Cleanup event, the Liaison shall confirm that there are signed releases for all participants with the Adopt-A-Trail program coordinator.
6. The Group shall Adopt-A-Trail for a minimum of two (2) years.
7. The Group shall pick up litter a minimum of four (4) times a year.
8. All participants must wear appropriate clothing including but not limited to closed-toe shoes, long pants, bright colored shirts and heavy work gloves during the Cleanup.

9. The Group shall insure that all unused bags are retained by the group for future Cleanups or returned to the City upon completion of the term of this agreement.

**City Responsibilities:**

1. After completion of the first Cleanup event, the City shall install one sign specially made for the Adopt-A-Trail Litter Cleanup Program. This recognition sign will have the Group's name on the sign.
2. The City agrees to pick up filled trash bags as soon as practicable after the completion of the Cleanup event by the Liaison.

**Terms**

1. This agreement shall be effective as provided herein for two (2) years from the date of the first Cleanup event.
2. This Agreement may be terminated by the City at any time upon written notice to the other party.
3. This Agreement may be terminated by the Group with permission by the City and with 30 days' written notice.

**Specific Performance**

The parties hereto acknowledge that there would be no adequate remedy at law if the Group fails to perform any of its obligations under this agreement and that the City from time to time may be irreparably harmed by any such failure, and accordingly agree that the City, in addition to any other remedy to which they may be entitled at law or in equity, to the fullest extent permitted and enforceable under applicable law shall be entitled to compel specific performance of the obligations of the Group through an injunction or any other such method allowed by law.

**Governmental Function Clause**

All parties agree that this contract is one wherein the City of Wichita Falls is solely performing a governmental function. All parties expressly agree that the City is not engaging in any propriety functions.

**Contractual Damages Limitation Clause**

All parties agree that damages in this contract are limited only to those authorized under Texas Local Government Code Section 271.153. Specifically, the City is not liable for consequential damages or exemplary damages.

**Attorneys' Fees**

Waiver of Attorneys' Fees. If any action at law or in equity is necessary to enforce this agreement, each party agrees to pay its own attorneys' fees and will not seek to recover its own attorneys' fees from the other party.

**Indemnification**

The Group agrees to indemnify and release the City of Wichita Falls and their officers, agents and employees from all claims, and causes of action for any all liability regarding, any and all loss, damage, injury or expense arising from the Adopt-A-Trail Cleanup program. The Group further agrees to hold harmless the City of Wichita Falls and their officers, agents and employees from liability for any all liability regarding, any and all loss, damage, injury or expense that may occur during the participation in the City of Wichita Falls' Adopt-A-Trail Litter Cleanup Program.

**Verification.**

I, \_\_\_\_\_, being over the age of eighteen years and in my official capacity representing an entity that is a party to this contract with the City of Wichita Falls, hereby swear and verify under oath:

- (1) Group does not boycott Israel; and
- (2) Group will not boycott Israel during the term of this contract.

\_\_\_\_\_  
Signature

**Venue**

This Agreement shall be governed by and construed according to the laws of the State of Texas with exclusive venue in Wichita County.

**IN WITNESS WHEREOF, the parties hereto have executed this contract on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.**

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

Group Liaison's Name: \_\_\_\_\_

Group Liaison's Phone Number: \_\_\_\_\_

Group Liaison's Mailing Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Group Liaison's Email Address: \_\_\_\_\_

Signed by: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date Signed: \_\_\_\_\_

City Representative: \_\_\_\_\_

Date Signed: \_\_\_\_\_

**EXHIBIT A**



**City of Wichita Falls  
Adopt-A-Trail Litter Cleanup Program  
Release and Waiver of Liability**

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I understand in regards to my volunteer activities under the Adopt-A-Trail Litter Cleanup Program. I am not employed or an agent of the City of Wichita Falls and I am not covered by any insurance or worker's compensation coverage by virtue of the Cleanup Agreement or by my participation in the Program.

I fully understand that there is a risk whenever I am on the Trail right-of-way, or near traffic. I fully understand the risks of picking up litter along City Trails and; the proximity to vehicular traffic; hidden and latent objects, insects, wildlife and holes. I recognize that participation in this activity on City of Wichita Falls property is a hazardous activity which is inherently dangerous.

I agree to the extent possible to stay off of City streets while collecting trash; to be alert to traffic on, entering and exiting City Trails; to avoid grass cutting and construction activities on or nearby City trails; and to follow the instructions, terms, conditions and recommendations on the City of Wichita Falls' informational handouts.

I have voluntarily entered the event despite all known and unknown risks of serious personal injury and/or death presented by preparing for and participating in this event.

**In consideration of being permitted to enter City of Wichita Falls property, I do hereby release the City of Wichita Falls and their officers, agents and employees from all claims, and causes of action for any all liability regarding, any and all loss, damage, injury or expense that I may suffer, or that my next of kin may suffer which may result from my participation in the City of Wichita Falls' Adopt-A-Trail Litter Cleanup Program.**

**I agree to hold harmless the City of Wichita Falls and their officers, agents and employees from liability for any all liability regarding, any and all loss, damage, injury or expense that I may suffer, or that my next of kin may suffer during my participation in the City of Wichita Falls' Adopt-A-Trail Litter Cleanup Program.**

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BY SIGNING THIS RELEASE AND WAIVER I AM INDICATING THAT I HAVE READ AND UNDERSTAND THIS RELEASE AND WAIVER AND AGREE TO ABIDE BY ITS PROVISIONS.

**Young Participant**

**Parent of Legal Guardian**

Signature: \_\_\_\_\_  
Date: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature: \_\_\_\_\_  
Date: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
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