



## **Adopt-A-Spot–Green Infrastructure Volunteer Agreement and Release from Liability**

Before performing services at the adopted site, each volunteer in the Adopt-A-Spot–Green Infrastructure program must agree to the requirements below.

1. By adopting a Green Infrastructure, I agree to participate in ongoing Green Infrastructure maintenance for a period of at least one (1) year and abide by the safety rules laid out below:

- Call 911 in the event of an emergency or 510-981-5900 for non-emergencies.
  - Work only between sunrise and sunset.
  - Work from the curb or sidewalk, if possible.
  - Wear appropriate protective clothing that could include: work gloves, eye protection, sturdy closed-toed shoes, and long pants to prevent injury from sharp objects, insect stings, and sunburn.
  - Wearing a reflective safety vest is required for working in the public right of way. The City will provide one to volunteers.
  - Will not wear ear buds or headphones while performing maintenance activities.
  - Will not remove or attempt to remove the grate from the storm drain opening.
  - Will not reach their hands, feet, or any other part of their bodies into a storm drain.
  - Will not pick up sharp objects with bare hands.
  - Will not touch medical or hazardous waste (including hypodermic needles, automotive fluids, unknown fluids and materials). Report hazardous waste in the public right of way to the City of Berkeley Public Works at 510-981-6620. To report dead animals in the drain, call 510-981-6600.
  - Separate collected materials into recycling, green waste, and garbage cart.
  - Dispose of recycling in your residential blue recycling cart, or agreed upon cart.
  - Dispose of debris either in your green waste bin or in City-issued bags, which can be supplied and picked up upon request. Call 510-981-6620 for bag pick up or to request more bags.
  - Will provide adult supervision at all times to any volunteer under the age of 18.
  - Individuals who have not signed a volunteer agreement are prohibited from cleaning storm drains.
2. I agree that volunteers and volunteer activities are coordinated and permitted by the City of Berkeley, including periodic City-organized Green Infrastructure maintenance events for which the will provide additional traffic control at Green Infrastructure sites and any amendments.
3. I agree and acknowledge that regular neighborhood volunteer maintenance of Green Infrastructure outside of City-organized events may not have adequate traffic control, and that my participation is at the express permission of the City.
4. I am aware that participation as a volunteer may require lifting and landscaping/gardening activities in the public right of way along an active street and/or traffic intersection. I understand that this activity is hazardous with risk of injury and/or death from a variety of sources including but not limited to falling branches and passing motorist/cyclist. I am voluntarily participating in this activity with knowledge of the danger involved and agree to accept all risks of personal injury.
5. As consideration for participating as a volunteer, I hereby agree that I, and my assignees, heirs, guardians, and legal representatives, will not make a claim against or sue the City or its employees, agents or contractors for injury or damage resulting from negligence, whether

active or passive, or other acts, however caused by any of its officers, employees, agents, or contractors of the City as a result of my participation in the volunteer program.

7. I HEREBY RELEASE AND DISCHARGE THE CITY, AND ITS OFFICERS EMPLOYEES, AGENTS AND CONTRACTORS FROM ALL ACTIONS, CLAIMS, OR DEMANDS THAT I, MY HEIRS, GUARDIANS, AND LEGAL REPRESENTATIVES NOW HAVE OR MAY HAVE IN THE FUTURE FOR INJURY OR DAMAGE RESULTING FROM MY PARTICIPATION IN THE PROJECT.
8. I UNDERSTAND THAT IF I AM INJURED IN THE COURSE OF THIS VOLUNTARY ACTIVITY, THAT I AM NOT COVERED BY THE CITY OF BERKELEY WORKER'S COMPENSATION PROGRAM. I authorize the City to seek emergency medical treatment in case of injury, accident or illness. I understand that I will be responsible for medical costs incurred by such accident, illness, or injury.
9. The City reserves the right to immediately terminate the participation of any volunteer at the sole discretion of the City.
10. I acknowledge and will abide by any local Health Officer Orders related to, but not limited to, COVID-19.
11. I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND HAVE REVIEWED ALL INFORMATION ON MY OWN FREE WILL.

If participant is under 18 years of age, parent or guardian must be present during all maintenance activities at the Green Infrastructure site: This release, its significance, and assumption of risk have been explained to and are understood by the minor.