

# CANAL LANDS ADOPTION PROGRAM AGREEMENT

The Tuscarawas County Park Department and \_\_\_\_\_ (name of business, organization or individual) recognize the need and desirability of litter-free, brush-free and visually-improved Canal Lands.

The program has been established for community civic organizations as well as private businesses and industry to contribute toward the effort of maintaining cleaner and more beautiful Canal Lands.

As indicated by their signatures on the back of this agreement, the individual participants of the named entity are aware of the nature of the work which is to be performed and have agreed to follow the department's rules, policies, safety guidelines and instructions. The "entity" SHALL NOT hire, pay or contract with another group or professional company to perform the work along the designated adopted section. Groups may partner with another group, but may not pay that group to perform the work. The above-named entity may provide financial assistance for TUSCParks to contract with a business, organization or individual to clean the entity's adopted section of canal lands ("a contract service").

The Tuscarawas County Park Department recognizes the above named-entity as the adopting organization for: \_\_\_\_\_ (specific area) Tuscarawas County Canal Lands.

The above-named entity volunteers agree and acknowledge the following authorized perimeters:

- Pick up and remove any litter, **at least once every three months** (or more if necessary) for four years along its section of canal lands and promote a better environment in the community. These can be taken to the Canal Lands Trailhead area or at Ft. Laurens Trailhead in or near the trash receptacle. No items shall be deposited into the river.
- Cut back and remove any brush including seedlings up to 3 inches diameter on county owned trail area, 6 feet from the centerline of the trail and/or other designated county owned land.
- SHALL NOT remove any trees with a diameter more than 3 inches.
- Use of gas-powered or sharp cutting tools are at operators own risk.
- Use of personal protective equipment (safety glasses, work gloves, etc.) is required and will not be provided by TUSCParks.
- Conduct a safety review before beginning each work session.
- Any artifacts found are the sole property of TUSCParks and must be turned into the Coordinator as soon as possible.
- Clean signage/posts, etc.
- Herbicides/pesticides SHALL NOT be applied.
- All volunteers SHALL sign the waiver.
- Volunteers under age 18 must have a waiver signed by their parent/guardian.
- The "entity" shall have adequate adult supervision for groups containing personnel less than 18 years of age, with an adult to minor ratio of one adult for each four persons under 18. The "entity" will ensure that all persons have signed waivers.
- Only work from 1 hour after sunrise to 1 hour before sunset. No work shall be performed under conditions of restricted visibility.
- The County SHALL be notified prior to the service for an employee inspection of the site to assure there are no significant risks which might cause any of the volunteers to sustain serious injury (e.g., trip/fall hazard, hornet nests, etc.)
- No burning is permitted.

This agreement shall be valid for four years beginning \_\_\_\_\_, \_\_, 2018, and ending \_\_\_\_\_, \_\_, 2021. *This agreement may be terminated by either party upon 30 day written notice.*

**Section Below To Be Completed By Adopting Group ADOPTING GROUP CONTACT PERSONS:**

SIGNATURE: \_\_\_\_\_  
 Mr.  Ms. PRIMARY GROUP CONTACT PERSON  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_  
\_\_\_\_\_  
Street Address P.O. Box  
No.  
\_\_\_\_\_  
City State Zip  
Home Phone: (\_\_\_\_) \_\_\_\_\_  
Work Phone: (\_\_\_\_) \_\_\_\_\_  
Fax Number: (\_\_\_\_) \_\_\_\_\_  
Email: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_  
 Mr.  Ms. SECONDARY GROUP CONTACT PERSON  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_  
\_\_\_\_\_  
Street Address P.O. Box No.  
\_\_\_\_\_  
City State Zip  
Home Phone: (\_\_\_\_) \_\_\_\_\_  
Work Phone: (\_\_\_\_) \_\_\_\_\_  
Fax Number: (\_\_\_\_) \_\_\_\_\_  
Email: \_\_\_\_\_

**MAILING ADDRESS:**  
125 East High Avenue  
New Philadelphia, Ohio, 44663  
ParkDept@co.tuscarawas.oh.us

**Website:**  
<http://www.co.tuscarawas.oh.us/Park/index2.htm>

**LOCATION:**  
Tuscarwas County Canal Lands  
8645 Dover Zoar Road  
Zoar OH 44697



## Canal Lands Adoption Program Release

This release is executed on \_\_\_\_\_, 20\_\_\_\_, by (name of group) \_\_\_\_\_ and its members whose signatures appear below (collectively "Releasers").

In consideration of being permitted to participate in the Program for the section of Canal Lands noted above, Releasers, being of lawful age, for themselves and their personal representatives, heirs and next of kin, release, waive, and discharge Tuscarawas County, its Parks Department, and its officials, employees and/or agents, collectively the "County", from all liability to the Releasers and their personal representatives, assigns, heirs and next of kin for all loss or damage, and from any and every claim or damage therefore, on account of injury to persons or property, or resulting in the death of any of the Releasers, while the Releasers are picking up the litter or clearing brush, in or otherwise occupying the Canal Lands noted above.

Releasers assume full responsibility for and risk of bodily injury, death or property damage while picking up litter or clearing brush, in or otherwise occupying the Canal Lands.

Releasers agree to indemnify the County from any loss, liability, damage or cost the County may incur due to the presence of Releasers in or on those sections of the Canal Lands noted above.

In no event shall the Releasers be considered the agents or employees of the County or its Departments.

Releasers being of lawful age, in consideration of being permitted to participate in the Program, do for themselves, their heirs, executors, administrators, and assigns, release and forever discharge the County from any and every claim, demand, action, or right of action or whatsoever kind of nature either in law or 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 participation in the Program.

Releasers agree that this release, waiver and indemnity agreement is intended to be as broad and inclusive as permitted by law of the State of Ohio, 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.

Releasers further state that they have carefully read the above release and know the contents of the release and sign this release as their own free act.

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

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Revised January 2018





**TUSCParks Adopt-A-Trail Program  
Proposed Activities**

Name \_\_\_\_\_

Organization \_\_\_\_\_

Date \_\_\_\_\_ Phone \_\_\_\_\_ E-mail \_\_\_\_\_

Location \_\_\_\_\_ Proposed work dates \_\_\_\_\_

Proposed activities \_\_\_\_\_

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**TUSCParks Adopt-A-Trail Program  
Incident report**

Name \_\_\_\_\_

Organization \_\_\_\_\_

Date \_\_\_\_\_ Phone \_\_\_\_\_ E-mail \_\_\_\_\_

Location \_\_\_\_\_

Incident description \_\_\_\_\_

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