

Toro Park Course Clean Up

Date: Saturday August 26 9:00 am

Due to the Toro Park Cross Country course being closed for the 2016 season and the heavy rain over the past Winter, the course is in dire need of some TLC. The few local schools that usually clean up the course needs your help.

If you and your teams can help, please contact me at chagnon@ultimanet.com by Tuesday August 22. Let me know you school and approximately how many student/athletes will be helping. I am trying to see if we can set up food for all those participating. Please bring money to help cover cost for food.

Tools that we would need: rakes, shovels, hoes, hula hoes, cutting shears for smaller size branches, grass/weed trimmers, hedgers (fire extinguisher would be needed for gas powered equipment). We might also need a few wheel barrels to help clear brush form certain areas.

I am attaching a waiver form that County Parks is requesting each student to sign. Please make as many copies as you need and bring them with you on the 26th. I will meet you in the first park (Start/finish area) when you arrive and direct you to an area on the course to work.

Thanks in advance to all those who will be helping.

Roger Chagnon
Salinas High School
Cross Country
831-261-0780



COUNTY OF MONTEREY
WAIVER AND RELEASE AGREEMENT FOR PARKS VOLUNTEERS

This Waiver and Release Agreement (“Agreement”) is hereby executed by the undersigned, or if the undersigned is under the age of 18 years, then the undersigned’s parent or legal guardian (together with any heir, successor, representative or assign, collectively as “Volunteer”) in favor and for the sole and exclusive benefit of the County of Monterey (“County”). Volunteer is interested in volunteering at one or more County Park locations to perform trail work and minor maintenance (“Program”). In connection with Volunteer’s involvement in the Program, Volunteer hereby certifies, warrants, represents, agrees and covenants to the County, its officers and employees as follows:

Volunteer will perform assigned tasks that are within his/her physical capability, and will not undertake tasks that are beyond his/her ability. Volunteer is free of any mental or physical condition, ailment or injury (medical or otherwise) which would, in and of itself or in conjunction with any circumstance, including but not limited to those activities associated with the Program: (i) impair, prevent or prohibit Volunteer from engaging in such Program activities; or (ii) be affected, aggravated or worsened in any way, directly or indirectly, of Volunteer’s involvement in such Program.

Volunteer will not participate if under the influence of alcohol or any drug that could impair his/her physical or mental abilities. Volunteer shall adhere to the Monterey County Code and all County Park rules and regulations.

Volunteer will perform only those tasks assigned, observe all safety rules, and use care in the performance of assignments. Work performed by Volunteer will be limited to minor maintenance type work (e.g. use of hand tools). No power tools or vehicles of any kind are to be operated by Volunteer during performance of the volunteer work. Volunteer is familiar with the safe operation and use of machinery, equipment and tools that he/she may use in the Program, and will not undertake to use any machinery, equipment or tools with which he/she is unfamiliar or does not know how to operate safely.

Volunteer will dress appropriately for variations in weather and terrain.

County may, in its sole discretion, terminate Volunteer’s participation in the program for any reason at any time.

Volunteer specifically acknowledges that he/she engages in the Program as a volunteer and not as a County employee, agent, official, officer or representative, and further acknowledges that he/she is not entitled to any compensation, benefit or insurance coverage from the County, or any Program promoter, sponsor, or organizer, nor will Volunteer make any such claim.

Volunteer understands and agrees that County, its employees, officers, agents or assigns (collectively referred to as “Released Parties”), will not be held liable or responsible in any way for any injury, death or other damages to Volunteer or Volunteer’s family, heirs, or assigns that may occur as a result of his/her

participation in the Program, or as a result of product liability or the negligence, whether passive or active, of any party, including Released Parties, in connection with the Program.

By execution of this Agreement, Volunteer expressly and unconditionally assumes all risks and dangers known or unknown, foreseen or unforeseen, and relating to or incidental to Volunteer's involvement in the Program and any activity associated therewith.

Should the County or anyone acting on its behalf, be required to incur attorney fees and costs to enforce this Agreement, Volunteer agrees to indemnify and hold harmless the County from all such fees and costs.

If any provision of this Agreement shall for any reason be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid or unenforceable provision were omitted.

The waiver and release granted by Volunteer hereunder is legally binding and shall be considered irrevocable. Volunteer agrees that the County may rely upon this Agreement to the fullest extent permissible at law or in equity.

I am over the age of eighteen and legally competent to sign this Agreement, or I have acquired the written consent of my parent or guardian. I enter into this Agreement voluntarily, by my own free will, act and deed, without any undue influence from the County or any other third party.

**I have fully informed myself of the contents of this Agreement.
I hereby certify that all information provided is true, accurate and complete in all respects.**

SIGNATURE _____ DATE: _____
PRINT NAME _____
ADDRESS: _____
VOLUNTEER'S DATE OF BIRTH: _____
PHONE: _____

IF VOLUNTEER IS UNDER 18, THE PARENT (OR GUARDIAN, IF ANY) MUST SIGN.

I am the parent or legal guardian of the above Volunteer and he/she has my permission to participate in _____. I have read and agree to the provisions stated above for myself and the volunteer. Further, I understand and agree that the sponsors and organizers of the Program are not responsible for supervision of minor Volunteers and that if I allow the above minor to participate without my supervision, I assume all the risks from such participation.

SIGNATURE _____ DATE: _____
PRINT NAME _____
ADDRESS _____
PHONE _____