



## TOWN OF AMHERST

### **Application for Volunteer Event or Proposed Project on Town Property**

#### **For Official Use**

File #: \_\_\_\_\_

Materials Received by: \_\_\_\_\_

Approved: \_\_\_\_\_

RECEIVED BY

DATE

**NOTE: This application is only required for projects that will physically alter Town property, such as landscape changes, installation of a structure or placement of signage. Routine maintenance activities (i.e. vegetation management, clean-up of brush or trash) do NOT require completion of this application. Please note that a Volunteer Waiver Form must be completed by all volunteers if a project takes place on Town property (the form is attached).**

#### ***To Be Completed By Applicant***

**Project Name:** \_\_\_\_\_

**Organization Affiliation(s)** \_\_\_\_\_

**Applicant: Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

city

state

zip code

**Phone:** \_\_\_\_\_

**E Mail:** \_\_\_\_\_

**Project Location:** (please provide a graphic/map)

**Name of Park/Facility:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**SBL No(s):** \_\_\_\_\_

**Project Description:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Anticipated Date(s) of Event / Project:** \_\_\_\_\_

**Organization(s) Involved:** \_\_\_\_\_  
\_\_\_\_\_

**Estimated Number of Participants:** \_\_\_\_\_

**Extent of Work (dimensions):** \_\_\_\_\_

**What Type of Work:** \_\_\_\_\_

Examples:

Tree Planting  
Shrub/Flower Beds  
Clean Up/Environmental  
Install Playground Equipment

Eagle Scout Project  
Sign Repair/Replacement  
Trail Maintenance & Signage/Kiosks  
Bench

**Town Sponsor** (Identify the Town Department and Point of Contact, *ie: Youth & Recreation, Highway Department, Library, Senior Center*):

Department: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Phone: \_\_\_\_\_

E Mail: \_\_\_\_\_

**Endorsement (Town Personnel)**

--	--

Signature

Date

**Describe Size & Amount of Materials:** \_\_\_\_\_

**Do the involved parties have Insurance Coverage (Yes/No):** \_\_\_\_\_

**Application Process:**

- 1) Fill out the Application (ask for assistance, if needed)
- 2) Provide a graphic/map depicting the project location.
- 3) Complete the "Waiver Release Form", attached, for all participants.
- 4) Provide an Order form of materials purchased/donated or a list of the materials.
- 5) Return to the selected Town Department Sponsor for the project.
- 6) Include a Letter of Recommendation or Endorsement from the Town Department Sponsor for the project.
- 7) Receive Approval from the Supervisor's Office.
- 8) The Supervisor's Office will send the approved application to Planning Department for the necessary reviews.
- 9) Once all parties review the proposed application the applicant can proceed.

***NOTE: A Temporary Access, Working Rights and Occupation Agreement will need Town Board approval, if a non-Town approved contractor is on site.***

Submit all information to the Supervisor's Office:

Town of Amherst  
5583 Main Street  
Williamsville, NY 14221

**Approval Procedure:**

- The Planning Department will transmit copies of the application materials for a review by:
  - Supervisor's Office
  - Assessor
  - Attorney
  - Youth & Recreation
  - Commissioner of Building
  - Town Engineer
  - Superintendent of Highways
  - Traffic/Safety Board
  - Fire Chiefs' Association
  - Right-of-Way Agent
  - Division of Forestry
  - Other agencies, as applicable
- Please allow 3-4 weeks to process this request.
- All approvals must be obtained prior to commencing any activity on Town property.

X:\Current\_Planning\Application Forms 2019\Town Property\Town Property Application Form 2019.docx



## VOLUNTEER WAIVER AND RELEASE

**Please read the following and then sign and date below:**

I hereby assume all risks associated with participating in the \_\_\_\_\_ on \_\_\_\_\_, \_\_\_\_\_. I fully understand and acknowledge that activities involved in the \_\_\_\_\_ may cause certain harms, including, without limitation, accidental injury, and I knowingly and willfully accept such risks.

Having read this waiver and knowing these facts and in consideration of being accepted as a volunteer, I for myself, my guardians, my heirs, executors, administrators and assigns (collectively "RELEASORS") to the fullest extent permitted by law hereby waive, release, forever discharge and agree to defend, hold harmless and indemnify the Town of Amherst, the Amherst Highway/Parks Department, and the Youth and Recreation Department and their respective agents, representatives, employees, trustees, members, directors, volunteers, sponsors, promoters and affiliates (each a "RELEASEE" and collectively, "RELEASEES"), from and against any and all liabilities, claims, costs and expenses (including, without limitation, reasonable attorneys' fees and disbursements) whatsoever, in any manner arising, directly or indirectly, or growing out of my participation in or preparation for the \_\_\_\_\_, including, without limitation, any of the forgoing arising out of the negligence of RELEASEES or others. I promise for myself and on behalf of the RELEASORS, not to sue RELEASEES regarding any claim or cause of action arising out of my participation in the \_\_\_\_\_.

By signing below, I also acknowledge my understanding that while I am participating in the \_\_\_\_\_, I may be photographed, videotaped or audiotaped. I hereby grant the RELEASEES the exclusive right and permission to tape, broadcast, sell or otherwise use, for any purpose whatsoever, any video or audiotapes, photographs, and any and all other electronic or mechanical reproductions in connection with the \_\_\_\_\_, of me alone or with other persons, together with all alterations or edited versions of the forgoing.

Every term and provision of this Waiver and Release is intended to be severable. If any term or provision of this Waiver and Release is found to be unenforceable or invalid, it shall not affect the other terms or provisions of this Waiver and Release, which shall remain binding and enforceable. This Waiver and Release shall be governed by the laws of the State of New York.

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

Signature: \_\_\_\_\_

Witness: \_\_\_\_\_

**CONSENT, WAIVER AND RELEASE OF PARENT OR GUARDIAN**  
**(for participants under the age of 18)**

I am the parent or legal guardian of \_\_\_\_\_ (name child). I hereby consent to my child's participation in the \_\_\_\_\_. I HAVE READ AND UNDERSTAND THE FORGOING WAIVER AND REALEASE AND ACKNOWLEDGE POTENTIAL RISKS INVOLVED IN PARTICIPATION IN THE DAY OF SERVICE. In consideration of allowing my child to participate, I consent to the terms and provisions of the Waiver and Release and agree that its terms shall likewise bind me, my spouse, if any, my Child, and our respective heirs, executors, administrators and assigns. I, for myself, my Child and the RELEASORS, to the fullest extent permitted by law hereby waive, release, forever discharge and agree to defend, hold harmless and indemnify the RELEASEES from and against any and all liabilities, claims, costs and expenses (including, without limitation, reasonable attorneys' fees and disbursements) whatsoever, in any manner arising, directly or indirectly, or growing out of my Child's participation in or preparation for the \_\_\_\_\_, including, without limitation, any of the foregoing arising out of the negligence of RELEASEES or others. I promise, on my behalf and on behalf of my child and the RELEASORS, not to sue RELEASEES regarding any claim or cause of action arising out of my Child's participation in or preparation for the \_\_\_\_\_.

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

Printed Name of Parent/Guardian: \_\_\_\_\_

Signature of Parent/Guardian: \_\_\_\_\_

Witness: \_\_\_\_\_