



Keep Peachtree City Beautiful  
A 501(c)(3) Non-Profit  
209 McIntosh Trail  
Peachtree City, GA

Al Yougel, Executive Director  
404.291.8002

## AGREEMENT AND WAIVER

Name: \_\_\_\_\_ Offense: \_\_\_\_\_

Present Health Conditions: \_\_\_\_\_

Age: \_\_\_\_\_ Sex: \_\_\_\_\_ Medications: \_\_\_\_\_

Emergency Contact Name & Phone: \_\_\_\_\_

### PLEASE READ CAREFULLY, AND INITIAL & SIGN

You are here because of court-ordered community service work as part of your sentence, either received through plea negotiations or imposed via the Court in lieu of jail time or fines.

The goal of Keep Peachtree City Beautiful (hereinafter, KPTCB) is to make it possible for probationers to work the number of hours they want to work in the time period they want to work them, on projects and jobs that benefit the Peachtree City community and its residents. In order to participate in KPTCB, you must REGISTER with KPTCB by furnishing a photo ID, submitting to an initial photograph, explaining to a KPTCB representative the offense, sentence and total community service hours, pay \$10.00 and completing this "Waiver and Agreement" by initialing next to every numbered point and signing at the bottom. Volunteers who work SIX or more hours will receive a break for lunch and will not be docked time for their lunch break, provided it is reasonable in length (an unreasonable break may result in dismissal from the program). A volunteer must work a MINIMUM of 4 hours, unless receiving prior approval from a KPTCB supervisor.

Additionally, in order to participate in KPTCB you must agree to and initial the following conditions:

- 1.) I understand that I have been ordered by a court to complete \_\_\_\_\_ **HOURS OF COMMUNITY SERVICE**, and that all or part of that service will be served under the direction of KPTCB and its employees.
- 2.) I will arrive on time. KPTCB starts at 9:00 AM or 1:00 PM Monday-Friday and 8:00 AM or 1:00PM on Saturday. 8 or 9 hours are considered the maximum amount for a given day.

- 3.) I will arrive in appropriate work attire, including closed toed shoes and any other garments appropriate for a variety of outdoor work. Failure to comply may result in dismissal.
- 4.) I will be able to demonstrate that I arrived for my assignment through legal transportation means. Violations of this will be reported to my probation officer and may result in revocations or additional criminal charges.
- 5.) Intoxication, of any sort, is NOT TOLERATED. KPTCB may ask for a field-sobriety test, administered by a law enforcement officer. The results of that field-sobriety test will be communicated to my probation officer. A refusal to submit to field-sobriety tests will also be communicated to my probation officer.
- 6.) I will perform my tasks and service in a professional and workmanlike manner.
- 7.) Community service must be performed with a positive, professional, and cooperative attitude.
- 8.) When interacting with the general public, I will identify myself simply as a "volunteer" and not as a "community service volunteer" or "court-ordered volunteer" or a derivation thereof.
- 9.) PRIOR APPROVAL is required to be allowed to participate in daily community service activities. You may not show up randomly and expect to be given tasks to fulfill your community service requirements. One day's notice is sufficient; however, cancellation of an assignment MUST take place before the assigned time. Any voice mails or text must include caller's full name, details of the cancellation, and a contact number that I can be reached at.
- 10.) An unexcused absence, failure to perform work that meets the satisfaction of KPTCB, failure to comply with the terms of community service contained herein, insubordination, illegal drug use or any other disruptive behavior will result in immediate dismissal. The reason for the dismissal WILL be reported to your probation officer. Re-entry into the KPTCB community service program will be at the discretion of KPTCB.
- 11.) I am responsible for providing transportation to and from the KPTCB headquarters.
- 12.) Friends and family members are NOT allowed to visit you while you are receiving community service credit from KPTCB.
- 13.) I assume liability for bodily or personal injury as a result of performing this service. I will not institute any proceedings against KPTCB, Peachtree City, or any other party associated with KPTCB, in any court of law or equity in any Federal, State, or Administrative Court, or any Worker's Compensation Board.
- 14.) I am not an employee of KPTCB, or of Peachtree City while performing community service, and am paid no wages or other compensation, nor will I accept any other form of compensation, while performing my community service duties.
- 15.) I understand that "dumpster diving" by residents is prohibited
- 16.) I have NO handicap that would prevent me from performing my community service duties during the assigned community services hours. Should a disability or other appropriate medical condition be discovered (such as pregnancy or other medical conditions), the sentencing court must be notified. Only the court can modify community service hours. KPTCB is under no obligation to accommodate disabilities that prohibit or hinder performance of community service duties.
- 17.) I understand that satisfactory performance of my community service hours are a condition of my probation, and that failure to complete those hours may result in

- a sanction or revocation of my probation. I understand that KPTCB retains the sole right to determine whether duties performed meet satisfactory criteria.
- 18.) I understand that unsatisfactory performance is tantamount to no performance at all, and may result in a sanction or revocation of my probation.
  - 19.) I understand that KPTCB provides safety gear for the various tasks, and that ALL safety gear (typically gloves, vests, or t-shirts) MUST be returned to KPTCB upon completion of a day's work. Additionally, KPTCB or Peachtree City may provide additional equipment to perform community service activities; ALL gear provided to me must be returned prior to signing out.
  - 20.) Your community service timesheet will remain with KPTCB for the duration of your required hours. Any attempts to forge or falsely represent hours on this timesheet may violate criminal laws of the State of Georgia. In any event, such attempts will be reported to your probation officers. Anyone who aids or abets in the false representation or forgery of a timesheet may also be punished under the law.
  - 21.) I understand the stipulated conditions, and agree. I understand that if I do not agree with the stipulated conditions that I will not be allowed to participate in KPTCB's community service program.
  - 22.) I certify that the information that I have initialed and filled in is true and accurate.
  - 23.) I have been given a copy of the rules, regulations, and requirements of KPTCB's community service program.
  - 24.) I understand my responsibilities for proper performance in KPTCB's community service program, and the included terms contained herein.
  - 25.) I understand revocation of consent to any of these terms and conditions will prohibit me from participating in any future community service work with KPTCB, and that a full, knowing, and willful acceptance of these is REQUIRED to perform community service work with KPTCB
  - 26.) I further understand that compliance with these rules is determined SOLELY by KPTCB and its employees.

KPTCB has a **ZERO TOLERANCE** policy. Each worker is expected to perform their assigned duties to the best of their abilities with diligence and professionalism, follow instructions, and clarify any confusion regarding responsibilities or downtime with a KPTCB supervisor. Unsatisfactory performance, lack of cooperation, or evidence of illegal behavior will result in immediate dismissal.

DATE: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

PARENT/GUARDIAN (if under 18): \_\_\_\_\_

DATE \_\_\_\_\_

\_\_\_\_\_ KPTCB Representative/Witness

## WAIVER OF LIABILITY

KPTCB asks its participants to engage in a variety of labor intensive tasks, including but not limited to, attending recycling facilities, litter pickup on cart paths; lake shores; parks; streets; highways; etc., assisting city departments in work or projects, washing police department vehicles, providing recycling support for athletic events; athletic fields; and other special events.

In order to participate in KPTCB, a 501(c)(3) non-profit organization, I hereby waive any and all claims against KPTCB and Peachtree City and assume all personal liability associated with the duties I may be asked to perform. In consideration for this liability waiver, KPTCB will allow me to participate in community service activities and accurately report court-ordered community service hours to the proper authorities. These court-ordered community service hours form the basis of a sentence imposed on me in lieu of jail time or fines. I am aware that failure to complete my required community service hours can result in a violation of my probation and could subject me to jail time.

I, (print name), hereby release KPTCB, Peachtree City, Georgia and all officers, directors, agents, employees, insurance companies, dealers, divisions, successors, and representatives of ANY LIABILITY in perpetuity on behalf of myself, my wards, heirs, assigns, executors, successors, and administrators from any and all claims, actions, causes of action, demands, rights, damages, punitive damages, costs, attorneys' fees, expenses or compensation whatsoever for all risks disclosed and known as well as any unforeseeable and unknown risks.

In consideration for this waiver I, (print name), will be receiving a timesheet that accurately documents my community service work to satisfy a court-ordered condition of probation, imposed upon me to avoid jail or fines, and I will be allowed to participate in community service work.

I am aware that I may be asked to do tasks that involve removing yard waste, picking up litter, walking, and working with waste products, and will take the necessary precautions. Additionally, I am familiar with the unpredictability of the weather, particularly in the State of Georgia (**heat and humidity can make the work exceptionally difficult**), and am aware that I must take steps to ensure my safety against these conditions. I am aware that I may seek alternatives to KPTCB through my probation officer or the courts if these conditions are too onerous

DATE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

PARENT/GUARDIAN (if under 18): \_\_\_\_\_

DATE \_\_\_\_\_

\_\_\_\_\_ KPTCB Representative/Witness