TOWNSHIP OF SCHAUMBURG

Lawn and Snow Referral Pilot Program

Program Purpose & Plan

The purpose of the Township of Schaumburg Lawn and Snow Referral Pilot Program (the "Program") is to connect eligible Township residents ("Eligible Residents") with adult service providers ("Adult Participants") interested in independently arranging lawn mowing or snow removal services. The Program is intended to assist older adults and residents with disabilities in obtaining these services while providing participating adults with opportunities for compensated work.

The services arranged through the Program shall be limited to basic exterior, ground-level lawn mowing and snow removal (the "Services"). The Services shall not include entry into an Eligible Resident's home, transportation, or unrelated or unusually hazardous work.

The Program is based on the availability of Adult Participants who register to provide Services and the number of Eligible Residents who request Services. Eligible Residents are not guaranteed to have Services provided pursuant to this Program. Adult Participants who register are not guaranteed to perform Services or be compensated pursuant to this Program. Compensation, scheduling, equipment, and all other service arrangements are independently negotiated between the parties.

The Township retains the ultimate discretion to permit, discontinue, or deny, participation in the Program with respect to Eligible Residents and Adult Participants.

Township Involvement

The Township of Schaumburg (the "Township"), acting through its Disability and Senior Services Department, shall administer the Program by receiving applications, verifying Program eligibility, conducting the specified limited public-registry checks, maintaining the Adult Participant referral list, and providing authorized referral contact information to Eligible Residents. Inclusion on the referral list does not constitute a Township selection, recommendation, endorsement, certification, or guarantee of any Adult Participant's qualifications, suitability, safety, or performance.

The Township does not employ, engage, train, supervise, or insure Adult Participants; select or match particular Adult Participants with Eligible Residents; inspect premises or equipment; arrange or schedule Services; establish or collect compensation; or investigate or resolve ordinary payment or performance disputes. Adult Participants and Eligible Residents independently determine whether to arrange Services and remain responsible for those arrangements and the performance of Services.

Before including an Adult Participant on the referral list, the Township will conduct limited public-registry screening in accordance with its Internal Limited Registry-Screening Protocol (the "Screening Protocol"). Such screening shall consist of searches of the Illinois Sex Offender Registry and the Illinois Murderer and Violent Offender Against Youth Registry. These searches do not constitute comprehensive criminal-background investigations or representations or guarantees concerning an Adult Participant's qualifications, suitability, conduct, or safety.

Safety Concerns & Program Administration

Adult Participants and Eligible Residents may report serious safety incidents, alleged misconduct, or other material safety concerns to the Township's Disability and Senior Services Department. The Township may, in its discretion and subject to applicable law, deny, suspend, or terminate participation in the Program or remove an Adult Participant from the referral list based on such information or other Program requirements. The Township does not undertake responsibility for supervising Services or investigating, mediating, or adjudicating ordinary payment, performance, or other private disputes between Adult Participants and Eligible Residents, except as otherwise required by law.

Eligible Resident Requirements

Residents who wish to request referrals under the Program must:

- Currently reside in Schaumburg Township; and
- Be 55 years or older or disabled; and
- Lack an able-bodied person living in the home to perform such Services; and
- Complete and submit an Eligible Resident Request for Assistance Form and execute the accompanying Eligible Resident Release, Waiver, and Hold Harmless Agreement.

Adult Participation Requirements

Adult Participants who wish to perform Services pursuant to the Program must:

- Currently reside in Schaumburg Township; and
- Be 18 years or older; and
- Complete the Township's limited public-registry screening requirements in accordance with the Screening Protocol before being included on the referral list; and
- Complete and submit an Adult Participant Registration Form and execute the accompanying Adult Participant Release, Waiver, and Hold Harmless Agreement; and
- Have no history of negative contact with law enforcement, which shall be determined by the Township.

No Adult Participant shall be included on the referral list until the Township has completed the required screening and determined that the applicant satisfies the applicable screening criteria. The Township may deny, suspend, or terminate participation based on screening results or other applicable Program requirements, subject to applicable law.

Miscellaneous Restrictions and Requirements

- Adult Participants are responsible for their own transportation to and from an Eligible Resident’s residence.
- It is at the discretion of the Eligible Resident and Adult Participant whether the Adult Participant performs the Services using their own equipment or equipment provided by the Eligible Resident.

TOWNSHIP OF SCHAUMBURG
ADULT PARTICIPANT REGISTRATION FORM
Lawn and Snow Referral Pilot Program

PARTICIPANT INFORMATION

Name: _____ **Phone Number:** _____

Address: _____ **Email Address:** _____

Date of Birth: _____

REFERRAL CONTACT INFORMATION (select at least one contact method):

☐ **Telephone Number**

☐ **Email Address**

I authorize the Township to provide my name, village of residence, and the contact information selected above to Eligible Residents for purposes of the Program. My street address and date of birth will not be included on the referral list.

LIMITED PUBLIC-REGISTRY SCREENING

I acknowledge that my application and inclusion on the referral list are subject to limited public-registry screening conducted by the Township in accordance with its Internal Limited Registry-Screening Protocol. I authorize the Township to use the identifying information provided in this application for that purpose.

SERVICES OFFERED (select all that apply)

I can assist with: ☐ Snow Shoveling ☐ Lawn Care (mowing grass)

Equipment Available:

Do you have your own equipment for the selected activity(s)? ☐ Yes ☐ No

I certify that (check both): ☐ I am at least 18 years old; and ☐ I currently reside within Schaumburg Township

AVAILABILITY

	Morning	Afternoon	Evening	Anytime
Weekday	☐	☐	☐	☐
Weekend	☐	☐	☐	☐

Please complete the Adult Participant Release, Waiver, and Hold Harmless Agreement on Page 2.

Return completed forms to: Township of Schaumburg, 1 Illinois Boulevard, Hoffman Estates, IL 60169

TOWNSHIP OF SCHAUMBURG
ADULT PARTICIPANT RELEASE, WAIVER, AND HOLD HARMLESS AGREEMENT
Lawn and Snow Referral Pilot Program

All Adult Participants participating in the Program must complete and sign This Agreement. Please read carefully before signing.

In consideration for my opportunity to participate in the Program, I voluntarily agree to the following terms:

1. **ASSUMPTION OF RISK**: I understand and acknowledge that my participation in the Program is voluntary and involves risks associated with arranging, performing, or receiving lawn care and snow removal services, including, without limitation, bodily injury, illness, death, mental anguish, property damage, theft, and other losses. Such risks include, without limitation, those arising from hazardous weather; defects or conditions of property or premises; the use, operation, misuse, malfunction, or condition of lawnmowers, snowblowers, or other tools, equipment, or machinery, whether furnished by the resident or service provider; the negligent, reckless, intentional, or criminal acts or omissions of others, including kidnapping, murder, sexual assault, or abuse of any kind; and delays in or the unavailability of emergency or medical care. I knowingly and voluntarily assume, to the fullest extent permitted by law, all risks arising out of or related to my participation in the Program, whether known or unknown, including risks arising from the acts or omissions of other participants or third parties.

2. **RELEASE**: To the fullest extent permitted by Illinois law, I hereby release and forever discharge the Township of Schaumburg and its elected and appointed officials, officers, trustees, employees, and agents from any and all claims, demands, causes of action, damages, injuries, losses, liabilities, costs, and expenses, including attorneys' fees, court costs and litigation expenses, whether known or unknown, arising out of or relating to my application for or participation in the Program, including, without limitation, claims involving bodily injury, death, or property damage, and claims arising from the sole, joint, or concurrent negligence of any person or entity released herein. This release shall apply to the fullest extent permitted by law but shall not extend to claims that cannot lawfully be released.

3. **WAIVER**: To the fullest extent permitted by Illinois law, I knowingly and voluntarily waive any right to assert or maintain against the Township of Schaumburg or the other persons released under Section 2 above any claim covered by that release, including claims that are presently unknown or unsuspected and claims that may arise in the future from my participation in the Program. This means, in part, that I am releasing unknown future claims for myself.

4. **INDEMNIFICATION & DEFENSE**. To the fullest extent permitted by law, I agree to defend, indemnify, and hold harmless the Township of Schaumburg and its elected and appointed officials, officers, trustees, employees, and agents from and against any and all third-party claims, demands, suits, causes of action, judgments, damages, liabilities, losses, costs, and expenses, including attorneys' fees, court costs and litigation expenses, arising out of or relating to my participation in the Program, my performance or nonperformance of Services, my acts or omissions, my use, operation, or provision of equipment, or my arrangements or interactions with Eligible Residents. This obligation includes claims alleging negligence by an indemnified party to the extent such indemnification is permitted by Illinois law. These obligations are separate from the release and waiver of my own claims under Sections 2 and 3.

5. **REPRESENTATIVES**: I understand that I am entering into this Agreement for myself, my heirs, assigns and legal representatives.

6. **FITNESS, SKILLS, AND EQUIPMENT**: I acknowledge that I am responsible for determining whether I possess the physical ability, experience, skills, and qualifications necessary to safely perform any Services I agree to undertake. I am also responsible for determining whether I can safely operate any equipment used in performing those Services, including equipment provided by an Eligible Resident. I agree to decline or discontinue any work that I cannot safely perform or that involves equipment or conditions I determine to be unsafe. I further acknowledge that the Township does not independently evaluate, train, or certify my physical fitness, qualifications, equipment, or competency. I further acknowledge that Services under the Program are limited to basic exterior, ground-level lawn mowing and snow removal and do not include entering an Eligible Resident's home, providing transportation, or performing unrelated or unusually hazardous work.

7. **PHOTOGRAPHIC RELEASE**: I hereby grant permission for the Township of Schaumburg to use, reproduce, and publish photographs, motion picture and electronic recordings taken of me while participating in the Program.

8. **REFERRAL INFORMATION & CONFIDENTIALITY**: I authorize the Township to disclose the referral contact information identified in my Registration Form to Eligible Residents for purposes of the Program. I agree to use any personal or contact information received concerning Eligible Residents solely for purposes of arranging or performing Services under the Program and not to publish, sell, distribute, or otherwise disclose such information for unrelated purposes without authorization. I acknowledge that the Township is a public body subject to applicable disclosure and records laws, including the Illinois Freedom of Information Act.

9. **LIMITED PUBLIC-REGISTRY SCREENING**: I acknowledge and agree that my participation in the Program is subject to limited public-registry screening conducted by the Township, including searches of the Illinois Sex Offender Registry and the Illinois Murderer and Violent Offender Against Youth Registry, in accordance with the Township's Internal Limited Registry-Screening Protocol. I authorize the Township to use the identifying information provided in my application to conduct and document such screening. I understand that a potential registry match may delay my participation pending verification and that the Township may deny, suspend, or terminate my participation based on verified screening results or other applicable Program requirements, subject to applicable law. I further acknowledge that these searches do not constitute comprehensive criminal-background investigations or a determination or guarantee that I am qualified, suitable, or safe to perform Services.

10. **SEVERABILITY**: If any provision of this Agreement is prohibited, invalidated, or unenforceable in any jurisdiction, that provision will, as to that jurisdiction, be ineffective to the extent of the prohibition, invalidity, or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of that provision in any other jurisdiction, unless it materially alters the nature or material terms of this Agreement.

11. **ACKNOWLEDGEMENT**: I HAVE READ AND UNDERSTAND THIS AGREEMENT AND REALIZE IT RELATES TO SURRENDERING AND RELEASING VALUABLE LEGAL RIGHTS AND DO SO FREELY AND VOLUNTARILY. MOREOVER, I UNDERSTAND THAT MY PARTICIPATION IN THE PROGRAM IS VOLUNTARY.

PRINTED NAME OF ADULT PARTICIPANT: _____

SIGNATURE: _____ DATE: _____