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

ELIGIBLE RESIDENT REQUEST FOR ASSISTANCE FORM

Lawn and Snow Referral Pilot Program

Please complete the information below to receive contact information for Adult Participants who may be available to assist with lawn care or snow removal. **Eligible Residents are responsible for contacting Adult Participants directly to independently negotiate compensation, scheduling, and other service arrangements.**

LIMITED SCREENING NOTICE

The Township conducts limited public-registry screening of Adult Participants before including them on the referral list. This screening does not constitute a comprehensive criminal-background investigation or a guarantee concerning any participant's safety, qualifications, reliability, or performance.

RESIDENT INFORMATION

Name: _____ **Date:** _____

Address: _____ **Email Address:** _____

Phone Number: _____

ELIGIBILITY

I qualify for assistance because I am:

☐ 55 years of age or older ☐ Disabled

☐ Reside in Schaumburg Township ☐ Lack an able-bodied person living in the home to perform such Services

ASSISTANCE REQUESTED

☐ Snow Shoveling ☐ Lawn Care (mowing grass)

Residents are responsible for disclosing known property hazards, controlling pets, and ensuring the safe condition of equipment they provide.

ALTERNATE CONTACT (IF APPLICABLE)

Complete this section only if the person to be contacted regarding services is not the resident listed above.

Contact Person Name: _____

Contact Person Phone Number: _____

Please complete the Eligible Resident Release, Waiver, and Hold Harmless Agreement on Page 2.

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

All Eligible Residents 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 requests for or arrangements concerning Services; my acts or omissions; conditions at my property; the acts or omissions of household members; animals or pets; equipment I provide; or Services performed at my residence. 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. **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.

7. **PROPERTY CONDITIONS & PROGRAM LIMITATIONS**: I acknowledge that Services under the Program are limited to basic exterior, ground-level lawn mowing and snow removal and do not include entry into my home, transportation, or unrelated or unusually hazardous work. I am responsible for disclosing known hazards on my property, controlling pets, and ensuring that any equipment I provide is in safe operating condition. I understand that the Township does not inspect or evaluate my property or equipment.

8. **INFORMATION SHARING**: I authorize the Township to collect and use the contact information provided in my Request for Assistance Form, including any designated alternate contact, for purposes of administering my participation in the Program. I represent that I have obtained permission from any alternate contact identified in my application to provide that person's information to the Township. I understand that the Township generally provides Adult Participant referral information to me and that I am responsible for contacting Adult Participants directly and deciding what information to share with them. Any disclosure of my information by the Township to an Adult Participant shall be limited to what I have authorized or what is otherwise permitted or required by applicable law, including the Illinois Freedom of Information Act.

9. **RESTRICTED USE OF REFERRAL INFORMATION**: I acknowledge that the Adult Participant referral list and accompanying contact information are provided solely to assist me in arranging Services under the Program. I agree not to publish, post, sell, distribute, or otherwise disclose such information to third parties or use it for unrelated purposes, except that I may share the information with my authorized alternate contact solely for purposes of arranging Services.

10. **LIMITED SCREENING ACKNOWLEDGMENT**: I understand and acknowledge that the Township conducts only limited public-registry screening of Adult Participants and does not otherwise conduct comprehensive criminal-background investigations or independently evaluate or guarantee their qualifications, suitability, conduct, or safety. I further understand that inclusion on the referral list does not constitute a Township recommendation, endorsement, approval, or certification of any Adult Participant. I remain responsible for independently determining whether to contact or engage an Adult Participant and for making all arrangements concerning the Services.

11. **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.

12. **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 ELIGIBLE RESIDENT: _____

SIGNATURE: _____ DATE: _____