

**RESOLUTION AUTHORIZING THE BOARD OF MAYOR AND ALDERMEN OF THE CITY  
OF VICKSBURG, MISSISSIPPI TO ACCEPT DONATION OF SERVICES, FLOWERS AND  
PLANTS AT THE WASHINGTON STREET PARK**

**WHEREAS**, Jean Blue along with a group of City of Vicksburg citizens desire to donate to the City of Vicksburg ("City") their services in planting and maintaining the flower bed at the Washington Street Park along with the donation of plants and flowers at the park; and

**WHEREAS**, The Board of Mayor and Aldermen of the City of Vicksburg believes it is in the best interests of the City if the donation were accepted to beautify the park and allow citizens to positively contribute to the improvement of the City.

**NOW, THEREFORE, BE IT RESOLVED** by The Board of Mayor and Aldermen of the City of Vicksburg, Mississippi that the donation of services in planting and maintaining the flower bed at the Washington Street Park along with the donation of plants and flowers at the park is an acceptable donation for the beautification of the city and positive contribution by citizens to the city.

**BE IT FURTHER RESOLVED** by The Board of Mayor and Aldermen that the City of Vicksburg hereby accepts said donation and hereby requests that each participant execute the attached waiver of liability prior to starting any work at the park.

**RESOLVED**, this the \_\_\_\_\_ day of \_\_\_\_\_ 2026.

\_\_\_\_\_  
Willis Thompson, Mayor

\_\_\_\_\_  
Thomas J. Mayfield, Alderman

\_\_\_\_\_  
Vickie Y. Bailey, Alderwoman

ATTEST:

\_\_\_\_\_  
Deborah A. Kaiser-Nickson, City Clerk

CERTIFICATE

**STATE OF MISSISSIPPI**

**COUNTY OF WARREN**

**CITY OF VICKSBURG**

I, Deborah A. Kaiser-Nickson, the duly and legally appointed, qualified and Acting City Clerk and lawful custodian of the Minutes of the Mayor and Aldermen of the City of Vicksburg and Seal of said City, certify that the foregoing is a true and exact copy of a Resolution Adopted by The Mayor and Aldermen of the City of Vicksburg at an Adjourned Board Meeting held on March 10, 2026.

WITNESS my signature and seal of the City of Vicksburg this is the 10<sup>th</sup> day of March 2026.

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Deborah A. Kaiser-Nickson, City Clerk

**Dates of Service:** \_\_\_\_\_

**WASHINGTON STREET PARK FLOWER BED MAINTENANCE/PLANTING**

**LOCATION: Washington Street Park, 1007 Washington St, Vicksburg, MS 39183**

I, have voluntarily elected to participate in maintaining and planting flowers and plants at the Washington Street Park, and I fully understand that there can be health and safety risks associated with this type of activity. I therefore, assume all risk of injury and/or death associated with this activity and I will hold harmless the City of Vicksburg, its Board of Mayor and Alderman or anyone affiliated with them for any circumstances that may occur. I hereby confirm that I am in good physical condition and do not suffer from any disabilities or physical conditions that places me or others at risk or otherwise should prohibit my participation in this activity. I hereby waive and release, indemnify, hold harmless and forever discharge the City of Vicksburg, its Board of Mayor and Aldermen or anyone affiliated with them, their employees, volunteers, officers, representatives, and all persons affiliated or who may be liable, whether or not herein named, none whom admit any liability, from any and all claims, demands, debts, contracts, expenses, causes of action, lawsuits, damages and liabilities, of every kind and nature, whether known or unknown, in law or equity, which I have or may hereafter have, arising from or in any way relating to my participation in any of the events or activities conducted by the above named parties on the dates referenced above, on the premises listed above or for the benefit of the above named parties.

I, on behalf of myself, my spouse, heirs, executors, administrators, representatives, successors, assigns and next of kin, waive all claims for damages, injuries and death sustained to me or my property that I may have against the aforementioned parties to such activities.

By this WAIVER AND RELEASE, I assume any risk and take full responsibility and warranty of all claims of personal injury and death or damages to but not limited to my use of the facilities and/or engaging in this activity. This WAIVER AND RELEASE shall be subject to the laws of the State of Mississippi. The provisions of this WAIVER AND RELEASE will remain in full force and effect even after the termination of the parties' activities and conclusion of the festival.

I acknowledge that I have read, understand, and fully agree to the terms of this WAIVER AND RELEASE and its contents, I understand and confirm that by signing this WAIVER AND RELEASE I have given up considerable future legal rights. I have signed this WAIVER AND RELEASE voluntarily, under no duress or threat of duress, without inducement, promise or guarantee being communicated to me. My signature is proof of my intention to execute a complete and unconditional WAIVER AND RELEASE of all liability to the full extent of the law. I am 18 years of age or older and mentally competent to enter into this waiver.

