



Agreement Number: OPS-AAR- _____

Adopt-A-Road Program AGREEMENT

The County of Brant's (the "County") **Adopt-A-Road program** has been established as a public service program for volunteers to pick up litter on the County's road rights-of-way. The Adopt-A-Road program is a way for environmentally conscious groups and individuals to contribute to a cleaner and more beautiful County of Brant.

THIS SECTION TO BE COMPLETED BY COUNTY STAFF:

The County of Brant recognizes the organization/individual named below as responsible for the adoption of _____ from _____ to _____, a distance of _____ kilometres (the "Adopted Road").

The organization/individual named below volunteers to pick up litter along the Adopted Road at least **three times per year** for two years **beginning April 15, 20____** and **ending Nov. 15, 20____**, in accordance with the County of Brant's Adopt-A-Road program *Terms and Conditions*.

Signed on behalf of the County of Brant on _____, (date)

Mayor David Bailey

Clerk

THIS SECTION TO BE COMPLETED BY THE AUTHORIZED ORGANIZATION REPRESENTATIVE:

Under the **Adopt-A-Road program**, _____ agree(s) to adopt the Adopted Road as identified above, and agree(s) to keep the Adopted Road clean in accordance with the County of Brant's Adopt-A-Road program *Terms and Conditions*.

The Authorized Organization Representative is responsible for ensuring that each participant receives a copy of the *Terms and Conditions*, the *Informed Consent Agreement* and the required safety training. Only participants who have received the required safety training, have signed the Participant List on page 2 and have read and signed the *Informed Consent Agreement* on page 3 of Agreement Number OPS-AAR-_____ can participate in the Adopt-A-Road Program.

Authorized Organization Representative
(Please Print Name)

Signature

Street Address

Date

City or Town and Postal Code

Phone Number

Email

New Agreement

Agreement renewal

ADOPT-A-ROAD PROGRAM

Agreement Number: OPS-AAR-_____

Please read and complete the following carefully as it affects your legal rights.

I am aware that participating in the Corporation of the County of Brant's Adopt-A-Road program (the "program") involves risks and dangers. I understand that known and unknown risks and dangers associated with my participation in the program may result in personal injury, death, property damage or loss. I understand as well that personal injury, death, property damage or loss may be caused or contributed to by the negligence or carelessness of others.

In consideration of the Corporation of the County of Brant allowing me to participate in the program, I agree on behalf of myself and my heirs, assigns, personal representatives and next of kin that:

1. I assume and accept, without limitation, all risks and dangers associated with my participation in the program and hereby release and forever discharge the Corporation of the County of Brant, its councilors, employees, volunteers and agents (hereinafter referred to collectively as the "County") from and against any and all claims for damage or injury to myself, including death, that might result from the participation in the Program except for those damages or injuries caused solely by the gross negligence of the County.
2. I assume full responsibility for understanding and following the rules, terms, conditions and safe practices associated with the program.
3. I will indemnify and hold harmless the County from any damage, loss liability, legal costs and other expenses that they may suffer or incur by reason of any claim against them arising from or connected, directly or indirectly, with my presence at or participation in the program, including any claims based on negligence, gross negligence, breach of contract and breach of statutory or other duty unless the damage, loss liability, legal costs and other expenses are caused solely by the gross negligence of the County.

Acknowledgement

I have read, understood and agreed to the above waiver of liability and assumption of risk in its entirety and understand that by signing this document I give up certain legal rights that I may have, including the right to sue. I understand that the County is relying on this document when accepting my participation in the program and I hereby consent to participate in the program acknowledging all of the foregoing.

Participant name (printed)

Participant signature

(if Participant is under the age of 18, signature of parent/guardian)

Date

Phone Number

TERMS AND CONDITIONS

1. The organization or individual (hereinafter called "the Organization") agrees to pick up litter on the County right-of-way described on page 1 of this agreement in accordance with the requirements of the County of Brant Operations Department - Public Works (the "Work").
2. The Organization shall appoint an Authorized Organization Representative to act on behalf of the Organization.
3. The Authorized Organization Representative shall ensure that all participants receive a "Safety Guidelines for Volunteers" brochure and agree to abide by the rules stated therein.
4. The Authorized Organization Representative shall inform the participants that participating in the Adopt-a-Road program does not make them employees, agents or contractors of the County, nor does the County assume any responsibility for injuries, claims, liabilities, suits or a cross thereof whatsoever arising from the clean-up activities undertaken by the Organization.
5. The Organization shall indemnify and save harmless the County and its employees and agents from all claims, demands, actions and causes whatsoever that may arise, directly or indirectly, out of any act or omission of the Organization, its members or volunteers in the performance of the Adopt-a-Road program.
6. The Organization and its participants shall obey and abide by all laws and regulations relating to safety while they are operating within the road right-of-way.
7. The Organization and the Authorized Organization Representative shall ensure that the participants comply with the following safety rules:
 - a) Work shall not be carried out on bridges or other structures where there is an apparent risk of injury.
 - b) Work shall only be carried out in the areas between the outer edges of the shoulders and the right-of-way boundary on either side of the roadway.
 - c) Work shall be performed only during daylight hours and as weather permits.
 - d) Participants shall wear gloves and a safety vest. The County will loan the Organization safety vests and the Organization will be responsible for supplying gloves to participants.
 - e) Whenever participants encounter closed containers or other items suspected of being hazardous, participants shall mark the items with a flag and will not touch them. The Organization shall immediately notify the County of the location of the hazardous items.
 - f) Participants shall ensure that filled trash bags are properly sealed.
 - g) The trash collected shall be piled in a location approved by the County for pick up by County forces.
8. The County will erect new/replacement highway signs recognizing the Organization's efforts. The cost of erecting the signs including posts, hardware and staff time shall be borne by the County.
9. The County has the right to revoke this agreement at any time if it is not serving the best interests of the Operations Department - Public Works.

The personal information on this form is collected under the authority of Section 11 of the Municipal Act, as amended, and in accordance with the Municipal Freedom of Information and Protection of Privacy Act. The information is used for the purpose of processing this document. Questions regarding the collection of this information should be directed to:

Operations Department | Public Works publicworks@brant.ca | 519.449.2451