

Town Of Ledyard
Adopt A Road Program - Group Sponsor Agreement

This AGREEMENT ("Agreement") is made this ____ day of _____, 202_ between the Town of Ledyard and:

[Name] _____,

[Type and State of Origin of Organization/Entity] _____,

of [Address] _____ ("Group Sponsor").

WHEREAS, the Town of Ledyard, through its Office of the Mayor, (collectively, the "Town") operates an Adopt A Road Program (the "Program"), to allow sponsoring organizations and their participants to access and maintain Town owned or maintained properties, roads, and/or right-of-ways to pick up accumulated litter and perform other tasks as described in "Appendix A" attached hereto and made a part hereof; and

WHEREAS, there are certain risks involved with participants participating in such Program, and Group Sponsor has reviewed the Town's Program Guidelines and Safety Rules ("Rules") described in "Appendix A" with its participants, and has explained to the participants the risks of, and safety procedures to follow when participating in, the Program; and

WHEREAS, the Group Sponsor and its participants wish to contribute their collective efforts on a voluntary basis toward the Town's Program, and the Town is willing to allow the Group Sponsor and its participants to participate in the Program, subject to the terms and conditions set forth in this Agreement.

WHEREAS, the Town of Ledyard desires to share with certain non-profit organizations revenue received from Public Act No.21-58 "An Act Concerning Solid Waste Management" in accordance with the "Resolution Regarding Revenues Received from Beverage Container Surcharges" adopted on June 8, 2022 enabling the municipalities to use the remitted funds for environmental measures aimed at reducing solid waste or reducing the impact of litter from spirit or liquor beverage containers of 50mL or less (commonly referred to as "nips").

NOW, THEREFORE, in consideration of the Town permitting the Group Sponsor and its participants to participate in the Program, Group Sponsor hereby voluntarily and knowingly executes this Agreement with the express intention of being legally bound by the following terms and conditions:

GROUP SPONSOR AGREES TO THE FOLLOWING TERMS AND CONDITIONS:

1. Group Sponsor has read and understands this Agreement and Rules for participation in the Program, has reviewed and explained the Agreement and Rules with its participants, and agrees to be legally bound by same.
2. For purposes of this Agreement, and the participation of Group Sponsor in the Program, Group Sponsor understands and agrees that: (a) Group Sponsor and its participants are participating in the Program solely on a voluntary basis and as independent contractors; (b) this Agreement does not create an employer/employee, partnership, joint venture, principal/agent or any other relationship between the Town and Group Sponsor, and/or the Town and any participant, other than an independent contractor relationship; and (c) the Town owes no compensation, benefits or medical, workers compensation or other insurance coverage to Group Sponsor or its participants as a result of this Agreement and/or their participation in the Program.
3. Group Sponsor's participants are under the control of Group Sponsor and not the Town. Group Sponsor shall evaluate all participants to determine that they are responsible individuals who will abide by the Rules and safety protocols and use due care and caution while participating in the Program.

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4. Group Sponsor shall train each participant prior to their participation in the Program. Each participant shall be knowledgeable of the Program Guidelines and Safety Rules and the terms and conditions of participating in the Program prior to participating in the Program.
5. Group Sponsor is responsible for obtaining a signed release from each participant on the form provided by the Town prior to such participant participating in the Program.
6. Group Sponsor understands and willingly and knowingly accepts the risks involved in participating in the Program. To the fullest extent permitted by law, Group Sponsor, on behalf of itself and anyone claiming through Group Sponsor, including but not limited to any officer, director, manager, member, shareholder, partner, agent, representative, employee, volunteer, participant and/or any of their respective spouses, parents, legal guardians, heirs, executors, legal representatives, administrators, successor and assigns, hereby agree to defend, release, indemnify and hold harmless the Town, its boards, councils, officers, departments, commissions, employees, agents, volunteers, representatives and all of their respective heirs, successors and assigns (collectively, the "Town Parties"), from and against any and all claims, judgments, executions, demands, suits, liabilities, debts, actions, injuries (including death), property damage, expenses and damages whatsoever, known or unknown, (collectively "Claims") that in any way arise out of, relate to and/or are connected with Group Sponsor's or any of its participants participating in the Program, including but not limited to Group Sponsor's and/or any of its participant's: (i) failure to adhere to the Rules or applicable law in connection with the Program, (ii) negligent, reckless and/or willful acts, omissions or misconduct when participating in the Program and/or (iii) any Claims that Group Sponsor or any of its participants, or anyone claiming through Group Sponsor or any of its participants, might otherwise have or experience as a result of Group Sponsor's or any of its participant's participation in the Program. This indemnity includes any Claims recovered under worker's compensation laws. Group Sponsor waives any rights of subrogation against the Town. Group Sponsor's obligations under this section 6 shall survive termination of Group Sponsor's participation in the Program.
7. If a participant is under the age of eighteen (18) years, such participant's parent or legal guardian must read and agree to the terms and conditions written above on behalf of such participant.
8. By signing below, Group Sponsor represents and warrants to the Town that it is duly authorized to execute, deliver and perform all obligations required by this Agreement, and that the person signing this Agreement has been duly authorized by Group Sponsor to execute and deliver this Agreement on Group Sponsor's behalf.
9. This Agreement shall be governed by State of Connecticut law, without regard to conflict of law principles.

IN WITNESS WHEREOF, GROUP SPONSOR HAS EXECUTED THIS AGREEMENT AS OF THE DAY AND YEAR FIRST WRITTEN ABOVE.

GROUP SPONSOR:

Name (Duly Authorized)

Signature

Witness Name

Signature