

**Town Of Ledyard Adopt a Road Program
Participant Release Agreement**

THIS RELEASE AGREEMENT ("Agreement") is made this ____ day of ____, 202__ between the Town of Ledyard and:

[Name]_____

[Address]_____

[Organization/Entity]_____

("Participant") to permit Participant to participate in the Town of Ledyard's Adopt a Road Program. **If Participant is under eighteen (18) years old, this Agreement must also be executed by Participant's parent or legal guardian),**

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 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").

WHEREAS, the Participant wishes to participate in the Program, and the Town is willing to allow for Participant's participation in the Program, subject to the terms and conditions set forth in this Agreement and the Rules attached to this Agreement.

NOW, THEREFORE, in consideration of Participant being permitted to participate in the Program, Participant (and if applicable, his or her parent or legal guardian) hereby voluntarily and knowingly execute this Agreement with the express intention of being legally bound by the following terms and conditions:

1. I/we have read and understand this Agreement and the Town's Adopt a Road Guidelines and Safety Rules for participation in the Program, and agree to be bound by same.
2. For purposes of this Agreement and Participant's participation in the Program, I/we understand and agree that: (a) Participant is participating in the Program solely on a voluntary basis and as an independent contractor; (b) this Agreement does not create an employer/employee, partnership, joint venture, principal/agent or any other relationship between the Town and Participant; and (c) the Town owes Participant no compensation, benefits or medical, workers compensation or other insurance coverage as a result of this Agreement and/or Participant's participation in the Program.
3. I/we understand and willingly and knowingly accept the risks involved in Participant participating in the Program. To the fullest extent permitted by law, I/we, on behalf of Participant and anyone claiming through Participant, including but not limited to Volunteer's

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spouse, parent, legal guardian, 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 Participant's negligent, reckless and/or willful acts, omissions or misconduct when participating in the Program and/or that Participant, or anyone claiming through Participant, might otherwise have or experience as a result of Participant's participation in the Program. This indemnity includes any Claims under worker's compensation laws. Participant waives any rights of subrogation against the Town. Participant's obligations under this section 3 shall survive termination of Participant's participation in the Program.

4. If Participant is under the age of eighteen (18), such Participant's parent or legal guardian must read and agree to the terms and conditions written above on behalf of such Participant.
5. This Agreement shall be governed by Connecticut law, without regard to conflict of law principles.

IN WITNESS WHEREOF, PARTICIPANT (AND IF APPLICABLE, PARTICIPANT'S PARENT OR LEGAL GUARDIAN) HAS EXECUTED THIS AGREEMENT AS OF THE DAY AND YEAR FIRST WRITTEN ABOVE.

Witness:

Participant

Date: _____

Witness:

Parent/Legal Guardian of Participant

Date: _____

Participant's Address:

If, different, Parent or Legal Guardian's Address:

Phone: _____

Phone: _____

Person to be notified (not participating in Program) in case of an emergency:

Name: _____

Phone: _____

Address: _____