

# Adopt-A-Road Indemnity Requirements

All volunteers for the Adopt-A-Road Program must complete and sign the Waiver and Acknowledgement of Risk prior to participation in the Program.

## Waiver and Acknowledgement of Risk

Volunteer Name (please print): \_\_\_\_\_

Name of Group or Group Coordinator: \_\_\_\_\_

I acknowledge having read a copy of the Adopt-A Road Program Agreement (the "Agreement") and the Adopt-A-Road Program Terms and Conditions (the "Terms and Conditions"). I confirm that I will abide by the Agreement and the Terms and Conditions. I further confirm this Waiver and Acknowledgment of Risk shall remain in full force and effect during my period of participation in the Adopt-A-Road Program.

I understand that my participation in the Adopt-A-Road Program does not make me an employee, agent, or contractor of or for The Corporation of the Municipality of Mississippi Mills ("Municipality"). The Municipality will not assume any responsibility for any personal injury or material losses, damages, claims, liabilities, or suits whatsoever arising from my participation in the Adopt-A-Road Program.

I understand that participation as a volunteer in the Adopt-A-Road Program requires the exercise of due care to avoid risks that could result in injury, death or loss or damage to person or property. I acknowledge the inherent risks involved in the Adopt-A-Road Program, which activity(s) I am being allowed to undertake freely of my own volition, without pay or compensation of any kind, and without any liability of any nature on behalf of the Municipality. I understand that all services I perform during my volunteer service are undertaken at my own risk, which services include:

(please select all that apply)

- Litter Pick-up (**Mandatory**)
- Spotting and reporting Invasive Plants and Noxious Weeds (**Mandatory**)

Please also select one of the following control methods (**Mandatory**)

- Hand pulling/spading Invasive Plants and Noxious Weeds
- Accelerated Mowing
- Use of residential tools (residential riding lawn mower, push mower, hand tools)
- Large Mechanical Mowing Equipment (will require proof of insurance)

I, for myself, my heirs, executors, administrators, successors, assigns, agents, or anyone else who may claim on my behalf, hereby release and agree to defend, indemnify and hold harmless The Corporation of the Municipality of Mississippi Mills ("Municipality"), its elected officials, officers, employees, agents, or anyone acting on behalf of the Municipality, from and against any and all losses, liabilities, damages, injuries, actions, causes of action, claims, demands, costs and expenses of every kind and nature whatsoever arising from my participation in the Adopt-A-Road Program including but not limited to liability for personal injury, sickness, disease, death, damage to property or loss of any kind and however caused, whether foreseen or unforeseen and whether arising out of or allegedly attributable to the negligence, acts, errors, omissions, misfeasance, nonfeasance, fraud or willful misconduct of the Municipality, its elected officials, officers, employees, agents, or anyone acting on behalf of the Municipality, or any of them, in connection with or in any way related to the Adopt-A-Road Program.

Approvals granted **for large equipment mechanical mowing** will require the individual or contractor performing the work to provide evidence, to the Municipality, of General Liability Insurance with inclusive limits of not less than \$2,000,000 (two million dollars) per occurrence with The Corporation of the Municipality of Mississippi Mills named as an additional insured with respect to the Adopt-A-Road Program and the mechanical mowing activities.

I confirm that I have been advised to obtain independent legal advice prior to signing this Waiver and Acknowledgment of Risk and I have declined.

Signed, sealed and delivered:

\_\_\_\_\_  
Witness Signature                      Volunteer Signature (seal)                      Date

***If Volunteer is between 12 and 18 years of age, this Waiver must be signed by a parent or legal guardian.***

\_\_\_\_\_  
Name of Parent/Guardian (print)                      Date

\_\_\_\_\_  
Witness Signature                      Parent/Guardian Signature (seal)

**NOTES:**

1. Volunteers between 12-18 years of age must have their waiver signed by a parent or legal guardian.
2. This "Waiver and Acknowledgement of Risk" will remain in effect for the duration of the Volunteer's participation in the Adopt-A-Road Program. A Volunteer may withdraw their waiver, due to termination of participation, by contacting the Municipality and completing the below Withdraw of Waiver. Upon the Volunteer withdrawing his/her Waiver, the Volunteer acknowledges and confirms that he/she is no longer allowed to participate in the Adopt-A-Road Program. *(Group may still have an adoption agreement).*

**Withdraw of Waiver**

Date: \_\_\_\_\_ Volunteer Signature: \_\_\_\_\_

Municipal Representative: \_\_\_\_\_