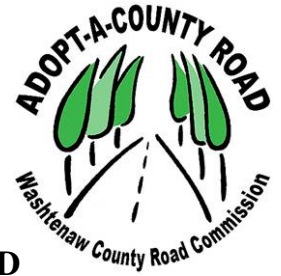




Washtenaw County Road Commission

555 N. Zeeb Road, Ann Arbor, Michigan 48103
 (734) 761-1500 (office) ♦ (734) 761-3737 (fax)
 www.wcroads.org



APPLICATION & PERMIT TO ADOPT-A-COUNTY ROAD

APPLICATION

Only Washtenaw County paved, primary roadways may be adopted. Free permits for litter pickup will be issued by the Permit Engineering Section. Permits will be issued to a group for a 2-year period. The Permit Engineering Section will assign sections of roadways to adopting groups. Assignments will be made on a first come/first served basis. Groups must agree to pick up litter three (3) times a year during designated dates. The Groups are required to adopt, at a minimum, a 2-mile section of road (both sides). Less than 2-mile sections may be adopted with Permit Engineering Section approval, but in such case identification signs may not be provided. A permit must be placed on file at the Permit Engineering Section to participate in the Adopt-A-County Road program. No permit fee will be charged to Adopt-A-County Road. The Applicant shall ensure that every individual participant signs an Indemnity, Hold Harmless/Release and Assumption of Risk Agreement before that individual may participate.

APPLICANT (Name of Organization/Group/Company)		DO NOT WRITE IN THIS BOX	
MAILING ADDRESS		APPLICATION NO.	APPLICATION DATE
CITY/STATE/ZIP CODE		PERMIT NO.	DATE ISSUED
CONTACT (Group Coordinator)		PERMIT EXPIRATION DATE	
DAY PHONE NO.	EVENING PHONE NO.	EMAIL ADDRESS	
ROAD REQUESTED (Only paved county primary roads may be adopted)		PURPOSE: WCRC ADOPT-A-COUNTY ROAD Program for Litter Pickup	
LOCATED BETWEEN (Provide main intersections)		TOWNSHIP	
NO. OF PARTICIPANTS (All participants shall be 18 or older)	NAME TO APPEAR ON ADOPT-A-COUNTY ROAD SIGN (40 characters maximum)		
APPLICANT/AUTHORIZED AGENT SIGNATURE If AUTHORIZED AGENT – I hereby certify that I am acting as an Authorized Agent on behalf of the named applicant.	SIGNATURE	DATE	
DO NOT WRITE BELOW THIS LINE			

PERMIT

By performing work under this permit, the Applicant acknowledges and agrees that this permit is subject to all the terms, conditions and specifications set forth herein, including on the reverse side hereof. Failure to comply with any of said terms, conditions and specifications shall render this permit NULL AND VOID. Applicant is granted a Permit for the purpose of collecting garbage and refuse within the road right-of-way, as part of the Washtenaw County Road Commission Adopt-A-County Road Program at the following location:

Name of Road: _____ between _____ and _____

RECOMMENDED FOR ISSUANCE BY		APPROVED BY	
TITLE	DATE	TITLE	DATE

ADOPT-A-COUNTY ROAD PERMIT TERMS, CONDITIONS AND SPECIFICATIONS

1. This permit grants to the Applicant only those rights specifically stated and no other. Any operations in the county road right-of-way not covered by the permit and the Road Commission specifications are in violation of the jurisdictional authority of the Road Commission with respect to the control of the county road right-of-way unless approved by the Permit Engineering Section. Any change or alteration in the permit activities requires prior approval of the Permit Engineering Section and may require a new permit.
2. Issuance of this permit does not relieve the Applicant from meeting any and all requirements of the law, or of other public bodies or agencies.
3. The Applicant shall be responsible for the cost of restoration of the county road facilities and right-of-way if the Road Commission determines there is damage as a result of the activities of the Applicant.
4. The Applicant and each participant shall hold harmless and indemnify the Road Commission from all claims, suits and judgments to which the Road Commission may be subject, and for all costs and actual attorney fees which may be incurred on account of injury to persons or damage to property, including property of the Road Commission, whether due in whole or in part to the negligence of the Participant, the Road Commission, and/or others, arising out of or related to Participant's participation in the Adopt-A-County Road Program.
5. This permit is not assignable or transferable unless specifically agreed to by the Permit Engineering Section.
6. The Applicant, upon request of the Permit Engineering Section at any time, shall immediately cease operations and surrender this permit.
7. The Applicant's group coordinator shall hold a safety meeting at least once annually and prior to each and every pickup day. The meeting shall be conducted by the group coordinator with WCRC Permit Engineering Section supplied literature and video. All participants must sign a form acknowledging the training prior to participation. Forms shall be sent to WCRC annually and kept on file at the Permit Engineering Section.
8. All participants shall wear safety vests, provided by the WCRC, while working in the right-of-way. WCRC Permit Engineering Section will supply safety vests, gloves and advance warning signs prior to the first pick up day. Thereafter, the adopting group shall replace any vests at its own expense.
9. Participants must be at least eighteen (18) years of age.
10. Participants shall not pick up litter during electrical or wind storms, or during periods of fog or low visibility. Litter pick up shall be performed during the daylight hours and commence not sooner than one (1) hour after sunrise and end not later than one (1) hour before sunset.
11. All participants will work on one side of the roadway at a time. Participants are required to obey all relevant state laws and applicable ordinances regarding vehicular and pedestrian travel, traffic and parking while engaged in permitted activities.
12. All litter must be placed in bags provided by WCRC Permit Engineering Section. Those objects too large/heavy shall be placed next to the bags. Bags and larger objects shall be placed at the outer edge of the shoulder or five (5) feet behind the curb.
13. WCRC will provide, install, and maintain signs noting the program and the Applicant. Only two (2) identification signs per adopted section are allowed. These will be located near the beginning point from each direction. Missing or vandalized signs will be replaced one (1) time only.
14. Permit will be issued only to groups consisting of at least seven (7) participants.
15. Applicants failing to follow the terms, conditions and specifications of the permit or not participating in litter pickups for two (2) periods of the year will have their permit revoked. A warning will follow the first pickup date missed; the second occurrence will result in permit revocation. WCRC Permit Engineering Section shall retain the right to revoke any permit at any time.
16. All vehicles shall be parked well off the right-hand shoulder so as not to obstruct traffic and in accordance with posted restrictions.
17. Applicant shall notify WCRC Permit Engineering Section immediately if they intend to drop the program. All safety vests and unused garbage bags and gloves must be returned to WCRC Permit Engineering Section when an Applicant withdraws from the program.
18. After each pickup, the Applicant's group coordinator shall file reports detailing the participants involved, number of bags of litter picked up, hours spent, etc. WCRC Permit Engineering Section will furnish pre-printed forms for making the reports.
19. The Applicant may voluntarily withdraw from the program without jeopardizing a future application, upon notification to the WCRC Permit Engineering Section.



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INDEMNITY, HOLD HARMLESS/RELEASE AND ASSUMPTION OF RISK AGREEMENT

THIS AGREEMENT, entered into on this _____ day of _____, 200__, by and between _____ (the "Participant"), and the **WASHTENAW COUNTY BOARD OF ROAD COMMISSIONERS** and its officers, agents, employees and any other person(s) under its direction and control (collectively referred to as the "Road Commission").

RECITALS

- A. Participant warrants and represents that Participant is at least 18 years old, and is not suffering under any physical or mental condition affecting his/her ability to read and understand this Agreement and participate in the Adopt-A-County Road Program, and further that Participant has voluntarily agreed to participate in the Adopt-A-County Road Program.
- B. Participant enters into this Agreement to acknowledge his/her understanding of the inherent risks associated with the participation in the Adopt-A-County Road Program, and his/her agreement to hold the Road Commission harmless from any injury associated with such participation.

AGREEMENT

- 1. Assumption of Risk.** Participant voluntarily acknowledges that there are dangers inherent in participating in the Adopt-A-County Road Program. By way of illustration only, and not by way of limitation, some of the possible risks include: being struck by vehicles and equipment, whether originally situated on the traveled portion of the roadway or elsewhere; being struck by projectiles, whether coming from vehicles or equipment or other sources; encountering conditions in pavement whether on the traveled portion of the roadway or elsewhere, such as potholes and trip points; encountering conditions such as potholes, holes or other trip points outside of paved areas; encountering accumulations of ice, snow, water and debris, which may in and of itself be a hazard, or which may obstruct a clear view of a hazard, etc. The Participant acknowledges the dangerous conditions and inherent risks associated with participation in the Adopt-A-County Road Program and voluntarily assumes all risk of any injury the Participant may sustain, waiving all liability against the Road Commission.

2. **Release.** Participant completely releases and forever discharges the Road Commission from any and all past, present, or future claims, demands, obligations, actions, causes of action, and demands of any nature whatsoever, whether based on a tort, contract, or other theory of recovery, which he/she now has or which may hereinafter accrue or otherwise be acquired, arising directly or indirectly from Participant's participation in the Adopt-A-County Road Program. The scope of this release includes damages for bodily injury to Participant or third persons, including death, and property damage to Participant's property or third person's property, caused by the actions or omissions of the Road Commission or others.

3. **Indemnity.** Participant shall hold harmless and indemnify the Road Commission from all claims, suits and judgments to which the Road Commission may be subject, and for all costs and actual attorney fees which may be incurred on account of injury to persons or damage to property, including property of the Road Commission, whether due in whole or in part to the negligence of the Participant, the Road Commission, and/or others, arising out of or related to Participant's participation in the Adopt-A-County Road Program. The Road Commission shall be entitled to select its own attorneys for the defense of such a claim or suit.

4. **Integration.** This Agreement contains the entire understanding between the parties, and shall be binding upon and inure to the benefit of the successors and assigns of each party.

5. **Representation of Comprehension of Document.** In entering into this Agreement, the Participant represents that he/she has had the opportunity to seek legal advice of his/her own attorneys, and that the terms of the Agreement have been completely read and those terms are fully understood and voluntarily accepted.

6. **Irrevocable Period.** This Agreement, once executed, is considered irrevocable by the Participant and shall continue in force and effect in connection with participation in the Adopt-A-County Road Program.

CAUTION: THIS DOCUMENT RELEASES LIABILITY, RESULTS IN ASSUMPTIONS OF RISK, AND PROVIDES FOR INDEMNIFICATION AND HOLD HARMLESS OF THE ROAD COMMISSION BY PARTICIPANT. PLEASE READ CAREFULLY BEFORE SIGNING.

WASHTENAW COUNTY ROAD
COMMISSION

PARTICIPANT:

By: _____

Signature of Participant

Its: _____

Dated: _____

Print Name of Participant