

**GENERAL SERVICES
BLUE BAG LITTER REMOVAL PROGRAM
(FORM FOR INDIVIDUAL PARTICIPANTS)**

General Services Department is pleased to provide blue bags, at no cost, to neighborhood groups, civic organizations, and residents desiring to perform litter control in the public right-of-way.

All participants are required to complete and return this form to the Solid Waste Manager, Department of General Services, 311 North State Street, Concord, NH 03301.

Number of blue bags requested: _____

Date that blue bags received: _____

As an express condition of my participation in the Blue Bag Litter Removal Program, I agree and acknowledge as follows:

1. I understand and agree that the blue bags must be used for litter collection and not for personal use.
2. I understand that my participation in this program is voluntary and there is no provision, expectation or future receipt of compensation by the City of Concord for my voluntary efforts.
3. I understand that the City of Concord may cancel my participation in this program at any time.
4. I assume responsibility for all of the risks associated with my participation in the Blue Bag Litter Removal Program. I understand that the activities may be HAZARDOUS and may result in property damage, personal injury and/or death. I understand that there are inherent hazards and dangers in the activities, including but not limited to being struck by passing motor vehicles; working, walking or standing on varying or dangerous terrain; working, walking or standing in adverse weather or road conditions; and encountering debris, obstructions, litter or trash which might be unsafe to handle. I voluntarily assume full responsibility for all risks of loss, property, or personal/bodily injury, including death, which may be sustained as a result of my participation in the program. I further understand that there may be risks related to my participation in, and presence during, this program which are not known to me or reasonably foreseeable at this time.
5. I hereby release, exempt, waive, and relieve the City of Concord, New Hampshire, together with its respective Council members, directors, managers, agents, employees, representatives and volunteers (collectively, "**RELEASEES**"), from and with respect to any and all liability for personal injury, property damage, wrongful death and all other claims of any nature, whether at law or equity, **INCLUDING CLAIMS RESULTING FROM RELEASEES' NEGLIGENCE**, arising from, or in any way related to, my participation in, or presence during, any activity, aspect or function of the Blue Bag Litter Removal Program, regardless of how or by whom or by what the property damage, personal injury and/or death was caused.
6. I agree to indemnify, save and hold harmless the **RELEASEES** from any and all claims, causes of actions, suits, liens and demands to recover damages, losses, expenses, costs and/or attorney's fees for property damage, personal injury and/or death which might occur in

connection with, or arising out of, my participation in, or presence during, any activity, aspect or function of the Blue Bag Litter Removal Program, regardless of how or by whom or by what the property damage, personal injury and/or death was caused.

7. I understand that this agreement shall be binding upon my heirs, executors, administrator and assigns, and that it shall be governed by the laws of New Hampshire. I understand that if any part of this agreement is determined to be unenforceable, all other parts shall be given full force and effect. I agree that any claims which I, my heirs, executors, administrators or assigns may bring against the **RELEASEES** shall be submitted only to the jurisdiction of the state or federal court in New Hampshire.

Printed Name of Participant: _____

Signature: _____ Date: _____

Address: _____

Telephone: _____ Email: _____

For Participants Under 18 Years of Age: As parent or guardian of the minor named as Participant (the "Minor") I have authority to enter into this agreement on behalf of the Minor. I hereby give permission for the Minor to participate in the Blue Bag Litter Removal Program. To the fullest extent allowed by law, I agree to waive and release the **RELEASEES** from any and all claims whatsoever brought by the Minor. I acknowledge that I have read and understand this document and am signing it on behalf of the Minor, and that the Minor and I will be bound by all its terms.

Printed Name of Parent or Guardian: _____

Signature of Parent or Guardian: _____