

**GENERAL SERVICES
BLUE BAG LITTER REMOVAL PROGRAM
(AGREEMENT AND RELEASE FORM FOR ORGANIZATIONS)**

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 organizations 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 were received: _____

As an express condition of the organization's participation in the Blue Bag Litter Removal Program, the participating organization agrees and acknowledges as follow:

1. The blue bags must be used for litter collection and not for personal or business use.
2. The participating organization's participation in this program is voluntary and there is no provision, expectation or future receipt of compensation by the City of Concord for the organization's voluntary efforts. The City of Concord may cancel my organization's participation in this program at any time.
3. The participating organization agrees to defend and indemnify the City of Concord, New Hampshire, together with its respective Council members, directors, managers, agents, officers, employees, representatives and volunteers (collectively, "**RELEASEES**"), against any and all loss, damage, liability, expense, suits, demands and claims, including, but not limited to, cases of injury to third parties or their property, resulting from and arising out of: (1) any act, failure to act, or negligence of the organization in conjunction with its participation in the Blue Bag Litter Removal Program; (2) anything owned or controlled by the organization, its servants, agents, or invitees and used on the City's or the organization's premises in connection with the organization's participation in the Blue Bag Litter Removal Program; or (3) any nuisance made by the organization, its servants, agents, or invitees on the City's premises in connection with the organization's participation in the Blue Bag Litter Removal Program.
4. The participating organization assumes responsibility for all of the risks associated with its participation in the Blue Bag Litter Removal Program. The organization understands that the activities may be **HAZARDOUS** and may result in property damage, personal injury and/or death. The organization 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. The organization voluntarily assumes full responsibility for all risks of loss, property, or personal/bodily injury, including death, which may be sustained as a result of my organization's participation in the program.
5. The participating organization hereby releases, exempts, waives and relieves the **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, its 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. The participating organization agrees that this agreement shall be binding upon the organization's successors and assigns, and that it shall be governed by the laws of New Hampshire. The organization understands that if any part of this agreement is determined to be unenforceable, all other parts shall be given full force and effect. The organization agrees that any claims which the organization, its successors or assigns may bring against the **RELEASEES** shall be submitted only to the jurisdiction of the state or federal court in New Hampshire.
7. The organization agrees that, as a condition of participating in the Blue Bag Litter Removal Program, all individual participants will be required to sign the "**BLUE BAG LITTER REMOVAL PROGRAM (AGREEMENT AND RELEASE FORM FOR ORGANIZATIONAL PARTICIPANTS)**," attached as Addendum A. These forms shall be maintained by the participating organization for a period of at least three

years, or alternatively returned to the City of Concord. The Release shall be renewed by participants each time that they participate in an event involving the Blue Bag Litter Removal Program.

Name of Participating Organization: _____

Address: _____

Printed Name of Duly Authorized Representative: _____

Signature of Representative: _____

Title of Representative: _____

Telephone: _____ Email: _____

Date: _____

ADDENDUM A
BLUE BAG LITTER REMOVAL PROGRAM
(AGREEMENT AND RELEASE FORM FOR ORGANIZATION PARTICIPANTS)

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

1. The blue bags must be used for litter collection and not for personal use.
2. 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 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.
4. 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.
5. 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.
6. 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.
7. **IF THE PARTICIPANT IS UNDER THE AGE OF 18:** As parent/guardian of the minor named as Participant (the "Minor") I give permission for the Minor to participate in the Blue Bag Litter Removal Program, and, 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 Participant: _____ Signature: _____

Printed Name of Participant: _____ Signature: _____

Printed Name of Participant: _____ Signature: _____

Printed Name of Participant: _____ Signature: _____

Printed Name of Participant: _____ Signature: _____

Printed Name of Participant: _____ Signature: _____

Printed Name of Participant: _____ Signature: _____

Printed Name of Participant: _____ Signature: _____

Printed Name of Participant: _____ Signature: _____

Printed Name of Participant: _____ Signature: _____