

**RELEASE OF LIABILITY**

**READ CAREFULLY – THIS AFFECTS YOUR LEGAL RIGHTS**

In exchange for participation in the activity of Roadside Garbage Pickup organized by the Neshoba County Board of Supervisors and/or use of the property, facilities and services of Neshoba County, I \_\_\_\_\_, agree for myself and for the members of my family, to the following:

1. **Agreement to Follow Directions.** I agree to observe and obey all program rules and warnings and further agree to follow any oral instruction or directions given by Tommy Hunter, or the employees, representatives or agents of Neshoba County. I agree to provide and utilize a reflective safety vest at all times while participating in this Roadside Garbage Pickup program.
2. **Assumption of the Risks and Release.** I recognize that there are certain inherent risks associated with Roadside Garbage Pickup and I assume full responsibility for personal injury to myself and damage to my personal property, and further release and discharge Neshoba County and the Neshoba County Board of Supervisors for injury, loss or damage arising out of my participation or presence upon the facilities or right-of-way of Neshoba County, whether caused by fault of myself, Neshoba County or other parties.
3. **Indemnification.** I agree to indemnify and defend Neshoba County against all claims, causes of action, damages, judgements, costs or expenses, including attorney fees and other litigation costs, which may in any way arise from my participation in this program or presence upon the facilities or right-of-way of Neshoba County.
4. **Applicable Law.** Any legal or equitable claim that may arise from participation in the above program shall be resolved under Mississippi law.
5. **No Duress.** I agree and acknowledge that I am under no pressure or duress to sign this Agreement and that I have been given a reasonable opportunity to review it before signing. I further agree and acknowledge that I am free to have my own legal counsel review this agreement if I so desire. I further agree and acknowledge that Neshoba County or I may terminate my participation in the program at any time and for any reason.
6. **Enforceability.** The invalidity or unenforceability of any provision of this Agreement, whether standing alone or as applied to a particular occurrence or circumstance, shall not affect the validity or enforceability of any other provision of this Agreement or of any other applications of such provision, as the case may be, and such invalid or unenforceable provision shall be deemed not to be a part of this Agreement.
7. **Emergency Contact.** In case of Emergency Please call \_\_\_\_\_ (relationship: \_\_\_\_\_) at \_\_\_\_\_ (Phone #).

**I have read this document and understand it. I further understand that by signing this release, I voluntarily surrender certain legal rights.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

Date: \_\_\_\_\_

NESHOBA COUNTY

ROADSIDE LITTER PICKUP PILOT PROGRAM PARTICIPATION AGREEMENT

Name: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ MS Zip Code: \_\_\_\_\_

Program Information:

- a. Tommy Hunter is the Litter Control Director and will provide roads to be picked up;
- b. Neshoba County resident participants will be paid \$1.00 per **full** bag of litter picked up upon compliance with all program requirements;
- c. Neshoba County will provide the bags to be filled by resident participants;
- d. Individual participants that retrieve bags but do not complete their assigned pickup will be prohibited from retrieving garbage bags in the future and from participating in the program in the future;
- e. Tommy Hunter must approve the residents participation prior to entering the program and will provide direction and assignment for the program;
- f. Residents participating will be required to sign a waiver and are required to wear reflective vests, provided at their own cost, while participating in said program;
- g. Tommy Hunter must inspect and collect the garbage picked up and prepare a payment report for the resident participant and turn the same in for processing on the claims docket and will provide a receipt to the resident participant;
- h. Tommy Hunter will inspect the roads so picked up, collect the garbage and inspect the volume per bag prior to preparing said report;
- i. Resident participants will be required to execute a IRS Form W-9 and Information form for Payment and will be furnished a 1099, if required.;

**By this application I am applying for and requesting consideration to participate in Neshoba County's Roadside Litter Pickup Pilot Program and agree to observe and fulfill the program information as stated above. I understand that payment for pickup will be made on the regular claims docket to be approved and paid on the 1<sup>st</sup> Board Meeting of the Month (generally the first Monday of the month).**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

Date: \_\_\_\_\_

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**FOR OFFICE USE ONLY:**

- Signed Program Participation Agreement
- Signed Release of Liability
- Signed Form W-9

Assigned Vendor Number 999-\_\_\_\_\_