



**Campbell County Fiscal Court
Solid Waste Department**

ADOPT-A-SPOT ACKNOWLEDGEMENT AND WAIVER

In consideration of being permitted to participate in any way in Campbell County Solid Waste Department/Campbell County Fiscal Court's Adopt-A-Spot Program ("Program"), I as a participant:

1. **ACKNOWLEDGE**, agree, and represent that I understand the risk involved with the nature and danger of the Program. I acknowledge and fully understand that litter clean-up activities may be physically demanding. I am qualified, in good health, and in proper physical condition to participate in such Program and willingly agree to comply with the stated and customary terms and conditions of participations. I affirm that I am not under a physician's care for any undisclosed condition that might endanger my health or that of other participants. I further agree and warrant that if at any time I believe conditions to be unsafe for me, I will immediately discontinue further participation in the Program. If I decide to leave early and not complete the Program as planned, I assume all risks to me inherent in my decision to leave. I agree to notify the Campbell County Solid Waste Department if I am unable to fulfill my commitment to the Program.
2. **FULLY UNDERSTAND** that:
 - a. THESE ACTIVITIES INVOLVE RISKS AND DANGERS OF DAMAGE TO PERSONAL PROPERTY AND SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS, AND DEATH ("RISKS");
 - b. These Risks and dangers may be caused by the participant's own actions or inactions, the actions or inactions of others participating in the Program, the condition in which the Program takes place, or THE NEGLIGENCE OF THE "RELEASED PARTIES" NAMED BELOW;
 - c. There may be OTHER RISKS AND SOCIAL AND ECONOMIC LOSSES either not known to me or not readily foreseeable at this time; and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I incur as a result of my participation in the Program.
3. **HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE** all persons, agencies, parties, or organizations associated with the Campbell County Solid Waste Department and Campbell County Fiscal Court, including their respective instructors, instructor

trainers, and certified instructor trainer educators, administrators, directors, agents, officers, members, volunteers, and employees, other participants, as well as any sponsors and advertisers along with any of their affiliates, agents, representatives, assigns, successors, officers, directors, shareholders, and employers, and if applicable, owners and lessors of premises on which the Activities takes place and any affiliates or subsidiaries of such entities, any successors and assigns of such entities, and any officers, directors, shareholders, agents, and/or employees of/or associated with such entities (each considered one of the **“RELEASED PARTIES”** herein) **FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, INJURIES, DAMAGE TO PROPERTY, OR OTHER DAMAGES ON MY ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE “RELEASED PARTIES” OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS**; AND I FURTHER AGREE that if, despite this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT I, or anyone on my behalf, makes a claim against any of the **“RELEASED PARTIES”**, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE **“RELEASED PARTIES”** from any litigation expenses, attorneys’ fees, loss, liability, damage, or cost which any may incur as the result of such claim.

4. **CONSENT** that during the Adopt-A-Spot Program, photographs, video recording, and other means of video or audio recordings will be taken and that I authorize and consent to publication, exhibition, and/or reproduction of said images and recordings for use including but not limited to promotional purposes, advertising, and inclusion on websites or social media sites by the Released Parties, its affiliates and/or representatives. Furthermore, **I waive all rights I may have to any claims for privacy, payment or royalties in connection with the exhibition, streaming, web casting, or other publication of these materials.** I additionally waive the right to inspect or approve of any photo, video, or audio recording taken by Campbell County Fiscal Court or any person or entity authorized and/or designated to do so on its behalf.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE, AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW, AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

SIGNATURES ON FOLLOWING PAGE

Name of Participant (Print): _____

Participant Phone Number: _____

Emergency Contact Name: _____

Emergency Contact Phone Number: _____

Signature of Participant: _____

Date: _____

Campbell County Solid Waste Department
1098 Monmouth Street, Newport, KY 41071
Email: SolidWaste@campbellcountyky.gov
Website: www.campbellcountyky.gov
Phone: 859-547-1866