



ADOPT A ROAD PARTICIPANTS

Thank you for your interest in adopting a county road. This program is designed to make Macomb County a cleaner and more pleasant place to live and do business. We hope your concern for the beauty of our roads will inspire others to join us and take more pride in the environment. The following are requirements for this much needed task:

1. Must clean road twice a year:
 - a. Early spring (weather permitting-after snow melts).
 - b. Just prior to Labor Day (excluding Labor Day weekend.)
ALL HOLIDAY WEEKENDS PROHIBITED
2. Must provide a list of participants to include name, address and phone number of group representative. Must return the signed Hold Harmless Agreement.
3. All participants must wear orange vests, which are supplied by the Road Commission at no cost to the participants.
4. All participants must use orange litter bags supplied by the Road Commission.
5. Anyone under 18 must be accounted for by an adult group representative.

Please contact the Department of Roads at (586) 463-8671 to receive information for your safety training and all necessary forms. You may pick up your vests and litter bags after all forms and the training DVD are returned. Your group name will be placed on our attractive Adopt-A-County Road program signs, which will be erected after your first scheduled pick-up.

If you have any further questions, please feel free to contact Lana at the Department of Roads Adopt-a-Road program. Thank you again for your interest in this program and your commitment to the community.

Sincerely,

MACOMB COUNTY DEPARTMENT OF ROADS

**INDEMNITY, HOLD HARMLESS/RELEASE
AND ASSUMPTION OF RISK AGREEMENT**

This agreement, entered into on this _____ day of _____, 20____, by and between _____, (the “Participant”), and THE COUNTY OF MACOMB, and its officers, agents, employees and any other person(s) under its direction and control (collectively referred to as “Macomb County”).

RECITALS

1. Participant warrants and represents that Participant is of the age of majority 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-Road Program, and further that Participant has voluntarily agreed to participate in the Adopt-a-Road Program.
2. Participant enters into this Agreement to acknowledge his/her understanding of the inherent risks associated with the participation in the Adopt-a-Road Program, and his/her agreement to hold Macomb County harmless from any injury associated with such participation.

AGREEMENT

1. **Release, Hold Harmless and Indemnity.** Participant completely releases and forever discharge(s) Macomb County from any an all post, 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 and otherwise be acquired, arising directly or indirectly from the Adopt-a-Road Program. This includes damages for bodily injury to Participant or third persons, including death, personal injury to participant or third persons, and/or property damage to Participant’s property or third person’s property, caused by the acts or omissions of Macomb County. Participant agrees to defend, paying for attorneys selected by Macomb County, indemnify, and hold the Macomb County harmless from and against all such claims, demands, obligations, actions, and/or damages as have been released pursuant to this Agreement.
2. **Assumption of Risk.** Participant voluntarily acknowledges that due to the numerous factors, there are inherent dangers in participating in the Adopt-a-Road Program. By way of illustration only, and not limitations, risks include, being struck by vehicles and equipment whether originally situated on the traveled portion of the highway 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 highway or

elsewhere, such as potholes and trip points; encountering 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 or obstruction a clear view of the hazard may cause injury. The Participant acknowledges the dangerous conditions and inherent risks associated with participation in the program and voluntarily assumes all risk of any injury the Participant may sustain, waiving all liability against Macomb County.

- 3. **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. Participant acknowledges that no statements or representations have been made which have been relied upon by participant as an inducement to execute this agreement.
- 4. **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.
- 5. **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-Road Program.

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

Subscribed and sworn to before me this _____ day of _____, 20__

Signature of Participant

Notary Public

Print name of Participant

_____ County, Michigan

Acting in _____ County

Commission expires _____

**MACOMB COUNTY DEPARTMENT OF ROADS
ADOPT-A-COUNTY ROAD PROGRAM**

DATE: _____

GROUP NAME: _____

2 lines, 20 characters per line (including spaces)

ADDRESS: _____

CITY: _____ **STATE:** _____ **ZIP:** _____

CONTACT PERSON: _____

TELEPHONE # - WORK: (____) _____ **HOME:** (____) _____

EMAIL: _____

ROAD: _____ **FROM:** _____

TO: _____ **TOTAL DISTANCE:** _____

SAFETY TRAINING COMPLETE (DATE): _____

