

**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 **WASHTENAW COUNTY BOARD OF ROAD COMMISSIONERS** and its officers, agents, employees and any other person(s) under its direction and control (collectively referred to as the “Road Commission”).

RECITALS

- A. 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-County Road Program, and further that Participant has voluntarily agreed to participate in the Adopt-A-County Road Program.
- B. Participant enters into this Agreement to acknowledge his/her understanding of the inherent risks associated with the participation in the Adopt-A-County Road Program, and his/her agreement to hold the Road Commission harmless from any injury associated with such participation.

AGREEMENT

- 1. **Indemnity.** Participant completely releases and forever discharged the Road Commission from any and all past, 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-County Road Program. This includes damages for bodily injury to Participant or third persons, including death, and/or property damage to Participant’s property or third person’s property, caused by the actions or omissions of the Road Commission. Participant agrees to defend, paying for attorneys selected by the Road Commission, indemnify, and hold the Road Commission 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-County 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 roadway 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 roadway or elsewhere, such as potholes and trip points; encountering conditions 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 obstructing a clear view of the hazard may cause injury. The Participant acknowledges the dangerous conditions and inherent risks associated with participation in the Adopt-A-County Road Program and voluntarily assumes all risk of any injury the Participant may sustain, waiving all liability against the Road Commission.

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.
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-County Road Program.

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

WASHTENAW COUNTY ROAD
COMMISSION

PARTICIPANT:

By: _____

Signature of Participant

Its: _____

Print Name of Participant

Dated: _____

Signature of Parent/Guardian

Print Name of Parent/Guardian