



La Plata County
Colorado

Public Works – Engineering ≈ 1365 S. Camino del Rio ≈ Durango, CO 81303 ≈ (970) 382-6413

**LA PLATA COUNTY
ROADSIDE CLEANUP PROGRAM
RELEASE OF LIABILITY**

**TO BE SIGNED BY ALL PARTICIPANTS AND EMAILED TO
RReider@lpcgov.org for each cleanup**

WHEREAS, La Plata County Government (County) recognizes the need and desirability of litter-free County roadways, and

WHEREAS, the Undersigned Participant (Participant) would like to perform cleaning activities adjacent to a County roadway on a voluntary basis, and

WHEREAS, Participant is aware of the hazardous nature of the work which is to be performed and desires to take full responsibility for its agents, employees and members for acts which occur during roadside cleanup activities.

NOW THEREFORE, in consideration of the mutual premises and promises herein contained, the parties agree as follows:

- 1) County shall allow participants to perform cleaning activities upon land adjacent to a County roadway.
- 2) Participant releases County from any claims arising from roadside cleaning activities. Participant, for itself, its agents, employees, members, hereby agrees to defend, save and hold harmless County, or any of its departments, agencies, officers or employees from all cost, damage and liability incurred by any of the above and from other damage, cost and liability to any person or property whatsoever, which is caused by any activity, condition or event arising out of participants, its agents, employees or members cleaning activities upon County land. Indemnification is intended to extend to all such claims, irrespective of whether they are covered by insurance. The above cost incurred by County, or any of its departments, agencies, employees or officers shall include, in the event of legal action, court costs, expenses of litigation and reasonable attorney’s fees.
- 3) Participant shall conduct cleaning activities on a voluntary basis and not as an employee, agent or contractor of the County. It is expressly agreed and understood that the status of the participant is, and shall remain, a separate and distinct entity from the County and is not that of an employee of La Plata County or the State of Colorado and, as such, is not subject to the provisions of the personnel systems of either La Plata County or the State of Colorado. The business operations of the participant shall in no way combine with the business operations of the County. Participant shall have no authority, express or implied, to bind State or County to any agreements, settlements, liability or understanding except as expressly set forth herein. Participant is engaged in an independent trade, occupation, profession or business and is qualified to perform the cleanup activities pursuant to this Agreement. County shall rely upon participant’s expertise and participant is free from control and direction by County in performance of roadside cleanup activities. County shall not provide any training to the participant, nor oversee the actual work, nor instruct participant as to how the cleaning activities will be performed. **Participant is not entitled to worker’s compensation benefits or unemployment insurance benefits unless paid for by participant.** Participant is responsible for complying with all employment laws and insurance laws relating to its’ own employees. Participant agrees to acquire and maintain throughout the term hereof, sufficient liability insurance to fully perform its obligations hereunder.

This written Agreement is the entire agreement between the Parties. Any and all prior or contemporaneous statements, understandings not contained herein shall be of no further force and effect. This Agreement may not be amended except in writing and signed by both Parties.

Name of Organization or Individual: _____

Print Name of Participant: _____

Signature of Participant/Coordinator: _____