

Montclair Adopt-a-Drain Liability Waiver

I, _____, freely, voluntarily, and without duress execute this Waiver and Release under the following terms:

The Township of Montclair Office of Sustainability Adopt-a-Drain Program is an educational opportunity and I agree to participate knowing that there are inherent risks with any storm drain maintenance activity. I expressly and specifically assume the risk of injury or harm in the activities and release the Township of Montclair from all liability for injury, illness, death, or property damage resulting from those activities.

I do hereby release and forever discharge and hold the Township of Montclair harmless from any and all liability, claims and demands, either in law or in equity, which arise or may hereafter arise from my activities with the Township of Montclair.

I do hereby release and forever discharge the Township of Montclair from any claims whatsoever which arise or may hereafter arise on account of any first aid treatment, or service rendered in connection with my activities with the Township of Montclair.

I understand that the Township of Montclair does not carry or maintain health, medical, or disability insurance for any Adopt-a-Drain Volunteer. Each Participant is expected and encouraged to obtain his or her own medical or health insurance coverage.

The Adopt-a-Drain Participant does hereby grant and convey unto the Township of Montclair all right, title, and interest in any and all photographic images and video or audio recordings made by the Township of Montclair during the participant's activities with the Township of Montclair, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.

I expressly agree that this Waiver and Release is intended to be as broad and inclusive as permitted by the laws of the State of New Jersey, and that this Waiver and Release shall be governed by and interpreted in accordance with the laws of the State of New Jersey. I agree that if any clause or provision of this Waiver and Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Waiver and Release which shall continue to be enforceable. Participant has had the opportunity to read the terms of this release and consult with an attorney.

I have read this Waiver and Release of Liability thoroughly and fully understand and enter into it on behalf of myself, my heirs, next of kin, assigns, and personal representatives voluntarily, willfully and without improper inducements. No one has made any representations, statements, or inducements that change or modify anything written in this Waiver and Release of Liability.

Signature: _____ Date: _____

Guardian Signature (if Participant is a minor): _____ Date: _____