



CAB # _____

Clean and Beautiful



Participant's Release and Indemnification

Neighborhood/Project Name _____

Project Coordinator _____

Coordinator Contact Number _____

Dates of Project _____

The participant hereby certifies the following:

1. I am **over the age of 25 and will be towing the trailer** and using the equipment on the CAB (Clean and Beautiful) trailer within Lorain County Solid Waste Management District.
2. Any volunteer **under the age of 21**, will not be allowed to use power tools of any kind that are supplied on the CAB.
3. I understand the written instruction on the proper operation and maintenance of the power equipment is in the plastic container labeled **MANUALS** and stored inside the CAB.
4. I will operate all equipment as instructed by the manufacturer's safety guidelines and in conformance with the instructions in the Operator's Manual.
5. I will return any borrowed items from the CAB clean and in working order.
6. I understand I am responsible for paying for the replacement of any items from the CAB not returned in the condition in which they were received (excluding normal wear and tear).
7. I will not use the CAB or the items in the CAB for commercial purposes.
8. I understand the use of this equipment may be dangerous and can result in injury or death. I agree to defend, indemnify, hold harmless, and release Lorain County Solid Waste Management District and any of its departments, agencies, offices, officers and employees from all damages, claims, liabilities and expenses, including attorney's fees and legal costs, arising or resulting in any way from delivery, placement, presence, servicing and use of the CAB and the equipment stored within.
9. I understand that the staff of the Clean and Beautiful (CAB) program have not examined the equipment and assumes no responsibility for the conditions or safety of the equipment; that neither the CAB, Lorain County Solid Waste Management District, nor any of its officers, employees, or agents, makes any representations or gives any assurances regarding the suitability and safety of the equipment, and that the undersigned has chosen to participate voluntarily and assumes all risk of any and all dangerous conditions regarding this equipment.
10. I also acknowledge that I am responsible for the pickup and return of the "CAB" trailer on the days stated in this contract agreement. Said tow vehicle should have all necessary trailer connections to connect standard 5-way trailer plug.

11. Therefore, undersigned does hereby, on his/her own behalf and the behalf of his/her heirs, assigns and successors in interest, release and discharge the Lorain County Board of Commissioners, Solid Waste Management District, CAB program, Lorain County, Ohio, its officers, agents, employees and assigns, from any and all claims, demands and actions which he/she has or may have, for injury, damage or loss or any legal liability whatsoever growing out of or resulting from use of the Clean and Beautiful trailer.

This release is intended to settle, compromise and terminate all claims, both known and unknown, for injuries and damages of whatever nature, in any way connected with the use of the CAB.

"Undersigned"

(Print Name)

Date: _____

YOU MUST PRINT YOUR NAME, SIGN AND DATE
THIS FORM TO PARTICIPATE.

Pick up date: _____

Return date: _____



Keep Lorain County Beautiful CAB
January, 2023