



Informed Consent, Release, Indemnity Agreement and Authorization

Community Tour:

During this program, participants will explore various facilities at the SWA. They will participate in a fun interactive experience on our Interactive Table, explore our newest Renewable Energy Facility 2, and take a rolling tour to see our Renewable Energy Facility 1, Utilities, Maintenance, Landfill, Greenway Trail System, Bio-Solids, and the Recovered Materials Processing Facility (recycling center). Please be prepared to walk approximately the length of 3 football fields. It is required that you wear comfortable, close-toed walking shoes and it is recommended that you wear long pants.

We will take into consideration any special accommodations if necessary.

As consideration for being allowed to participate in the educational programs and activities offered at, by or through the Solid Waste Authority of Palm Beach County (Authority) which programs and activities may involve access to areas not normally open to the public, I, _____ agree to release, waive, discharge, and covenant not to sue the Authority along with its officers, directors, board members, supervisors, agents, servants or employees (collectively referred to herein as "releasee") from any and all liabilities, claims, demands, or causes of action that may arise from or be related to any loss, damage, illness or injury, including death, that may be sustained by myself or my personal property while I am on any premises, or in any vehicle owned or controlled by the Authority, or otherwise participating in programs or activities offered by or through the Authority, including but not limited to any loss, damage, illness or injury caused by inherent risks or by the negligent act or omission of the releasee. I am fully aware of the risks connected with participating in the programs and activities at the premises, and in vehicles, owned or controlled by the Authority including, but in no way limited to, risks associated with entering and exiting the Authority bus, climbing stairs, riding on the Authority bus through, and exposure to, traffic that may include garbage trucks, tractor trailers, other large equipment, and potential encounters with wildlife such as alligators and venomous snakes, bites from wildlife, stings from insects and plants, scratches from plants and the natural surroundings. I voluntarily, on my own behalf, assume full responsibility for any risk, whether inherent or non-inherent, of loss, property damage, illness or personal injury, including death, however caused, which I may sustain while on the premises, or in vehicles, owned or controlled by the Authority, or otherwise participating in programs or activities offered by or through the Authority. I further agree to indemnify and hold harmless the releasee from any loss, liability, damage or cost, however caused, including court costs and attorneys' fees, which may accrue related to my participation in the programs and activities or presence on the premises, or in vehicles, owned or controlled by the Authority, or otherwise participating in programs or activities offered by or through the Authority. This release and indemnification also includes any claims that could be brought against the releasee for injuries which occur while entering in, disembarking from or being provided with transportation by releasee. This agreement is intended to be a complete release and indemnification in favor of the Authority to the greatest extent permitted by law.

READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF THE SOLID WASTE AUTHORITY OF PALM BEACH COUNTY USES REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOU MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM YOU ARE GIVING UP YOUR RIGHT TO RECOVER FROM THE SOLID WASTE

AUTHORITY OF PALM BEACH COUNTY IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOURSELF OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND THE SOLID WASTE AUTHORITY OF PALM BEACH COUNTY HAS THE RIGHT TO REFUSE TO LET YOU PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

Unless I have marked the below "Photo Release?" question as "No," I also hereby give the Solid Waste Authority of Palm Beach County, their assigns, licenses, and legal representatives the irrevocable right to use, at no cost, my name (or any fictional name), picture, portrait, photograph, visual, and/or voice recording and likeness, in all forms and media and in all manners, including photo, film, audio, video, and all social media representations, for nonprofit, public purposes, and I waive any right to inspect or approve the finished product, including written copy that may be created in connection therewith, and any claim or right to compensation for such use.

I further understand that the programs and activities that I will participate in are educational in nature and that I am the primary beneficiary of such programs and activities; and that I am not entitled to, and the Authority is not responsible for, any compensation, remuneration or benefits of any kind, including but not limited to wages, workers compensation and disability benefits.

I certify that I have read and fully understand the above Informed Consent, Release, Indemnity Agreement and Authorization form. I certify that I am signing this form freely and voluntarily and that I understand that by signing this form I am giving up substantial rights for myself. I certify that all blanks or statements requiring insertion or completion were filled in before I signed.

Dated: _____

Photo Release?: Yes No

Waiver expires 3 months after signed date

Signature: _____

Print name: _____

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Revised Feb. XX, 2018