

ROAD ADOPTION VOLUNTEER AGREEMENT

This Agreement is entered into on the date of the last signature affixed hereto (“Effective Date”) by and between Waller County, Texas (“County”), a political subdivision of the State of Texas, and _____ (“Volunteer Group”), (each referred to individually as “Party” and collectively as “Parties”).

The County and the Volunteer Group recognize the need and desirability of litter-free County roads, and desire to enter into this Agreement to permit the Volunteer Group and its members to contribute toward the effort of maintaining litter-free County roads.

By signature below, the County and Volunteer Group agree as follows:

SECTION 1. AGREEMENT

- 1.1 **Adopted Road Section:** The Volunteer Group agrees to clean up litter on _____ beginning at _____ and ending at _____ a minimum of four (4) times per year.
- 1.2 **Program Guidelines:** The Volunteer Group agrees to follow the Waller County Adopt-A-Country Road Program Guidelines (“Program Guidelines”) and to ensure any volunteers participating in a cleanup follow the Program Guidelines.
- 1.3 **Program Safety:** The Volunteer Group acknowledges and agrees that it is solely responsible for the safety of volunteers participating in a cleanup.
- 1.4 **Compliance with Laws and Regulations:** The Volunteer Group shall comply with all applicable laws and regulations.
- 1.5 **Road Signs:** The County will post a sign on the adopted section of road in accordance with the Program Guidelines.
- 1.6 **Agreement Term:** This Agreement shall begin on the Effective Date, and continue for a period of one (1) year, unless otherwise terminated earlier in accordance with its terms.
- 1.7 **Termination:** This Agreement shall automatically terminate upon complete performance of the terms and conditions of the Agreement by each Party, or as otherwise provided by this Section. Either Party may terminate this Agreement for cause or convenience, and without penalty, by providing thirty (30) days written notice to the other Party. The notice must state the reasons for such termination. The Volunteer Group must immediately stop work upon receiving or sending a notice of termination.

SECTION 2. WAIVER OF LIABILITY.

- 2.1 **Waiver of Liability: The Volunteer Group acknowledges the hazardous nature of performing work along roadways, the dangers associated with roadside cleanup, the need to take precautions, and agrees to assume all risk of injury. Further, the Volunteer Group agrees to hold harmless Waller County, its officers, agents, and employees of any acts of negligence committed by Waller County or its officers,**

agents, or employees, or acts committed by other members of the Volunteer Group or other third parties while participating in the Program.

This section shall survive the termination of this agreement.

SECTION 3. MISCELLANEOUS PROVISIONS

- 3.1 Jurisdiction and Venue: This Agreement is made in and shall be construed according to the laws of the State of Texas, without regard to its conflict of laws provisions. Venue of any court action(s) brought directly or indirectly by reason of this Agreement shall be in a court of competent jurisdiction in Waller County, Texas. This Agreement is made and is to be performed in Waller County, Texas.
- 3.2 No Waiver: The County and its employees, officers, and officials do not waive, modify, or alter to any extent any of their defenses, immunities, or remedies.
- 3.3 No Assignment: The Agreement may not be assigned by either Party.
- 3.4 Independent Contractor: No term or provision of this Agreement or act of the Contractor in the performance of this Agreement shall be construed as making Volunteer Group or its volunteer participants an agent, servant, or employee of the County in any capacity or form.
- 3.5 Severability: If any provision of this agreement is invalid, illegal, or unenforceable under any applicable statute, court decision, or rule of law, it is to that extent to be deemed omitted. In such event, there shall be substituted for such deleted provisions a provision as similar as possible in terms and in effect to such deleted provision that is valid, legal, or enforceable. The remainder of the agreement shall be valid and enforceable to the maximum extent possible.
- 3.6 Entire Agreement: This Agreement embodies the complete agreement of the Parties hereto, superseding all oral or written previous and contemporary agreements between the Parties and relating to matters in this Agreement. The Agreement may not be modified, altered, or amended except by written instrument duly executed by both Parties.
- 3.7 Titles Not Restrictive: The titles assigned to the various sections and paragraphs of this Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any part of this Agreement.
- 3.8 No Third-Party Beneficiaries: This Agreement does not benefit any third party.

The County and Volunteer Group acknowledge the terms and conditions of this Agreement, and agree to be bound hereby.

COUNTY

VOLUNTEER GROUP

Tonya Mewis
Department Head, Waller County Environmental

NAME
TITLE

Date

Date