

MATANUSKA-SUSITNA BOROUGH
PUBLIC WORKS DEPARTMENT
SOLID WASTE DIVISION

Matanuska-Susitna Borough Landfill Recycling Program
Participant Release of Liability and Defense and Indemnity Agreement

I, _____, have requested permission from the Matanuska-Susitna Borough to allow me to manage recyclable materials for the community at the Central Landfill Site, 1201 N 49th State Street, Palmer, AK 99645 or pertinent Solid Waste Transfer Station. I understand that the Community Council I represent is free of any and all harm that may result in my providing this service.

Release of Liability

For and in consideration of being allowed to manage recyclable materials for the community at the Central Landfill Site, 1201 N 49th State Street, Palmer, AK 99645 or pertinent Solid Waste Transfer Station, I, _____, on behalf of myself, my heirs, executors, administrators and assigns, hereby forever and fully release, discharge, dismiss, and acquit the Matanuska-Susitna Borough as well as applicable Community Council that I represent, its elected and appointed officials, agents, and employees, with prejudice from any and all demands, claims, causes of action, subrogations, lawsuits and liabilities of any nature whatsoever, resulting from, or arising out of or in connection with the salvaging of building materials, including specifically, but without limitations, any and all claims for any kind of loss or damages, personal injury, loss of consortium, mental anguish, loss of support, or pain and suffering, whether such claim in now existing or hereafter arising, conditional or unconditional, liquidated or unliquidated, contingent or matured, known or unknown, suspected or unsuspected, disclosed or undisclosed.

Defense and Indemnification

I, _____, shall indemnify, defend, and hold and save the Matanuska-Susitna Borough as well as applicable Community Council that I represent, its elected and appointed officials, agents and employees harmless from any and al claims, demands, suits, or liability of any nature, kind, or character, including costs, expenses, and attorney's fees. Under this agreement I shall be responsible under this clause for any and all legal actions or claims of any character, resulting from injuries, death, economic loss, damages, violation of statutes, ordinances, constitutions, or other laws, rules, or regulations, contractual claims, or any other kind of loss, tangible or intangible, sustained by any person, or property arising from my, or my agents, employees, or others who assist me in managing recyclable materials and other duty I may perform while at the applicable location. This defense and indemnification responsibility includes claims alleging acts or omissions by the borough and/or community council or its agents which are said to have contributed to the losses, failure, violations, or damages. However, I shall not be responsible for any damages or claims arising from the sole negligence or willful misconduct of the borough or applicable community council, its agents, or employees.

I, _____, have received and signed a copy of the Recycling Volunteer Expectations Agreement and I agree to abide by those expectations and policies. I also understand that children under the age of 18 years shall not accompany any recycling volunteer during the execution of their activities, or assist in other activities at any time anywhere on Borough property.

I, _____, agree to the following:

If any section or clause of this Agreement is held invalid by a court of competent jurisdictions, or is otherwise invalid under the law, the remainder of this Agreement shall remain in full force and effect.

The failure of the Borough or applicable Community Council at any time to enforce a provision of this Agreement shall in no way constitute a waiver of the provisions, nor in any way affect the validity of this Agreement or any part thereof, or the right of the Borough or applicable Community Council thereafter to enforce each and every protection thereof.

Any civil action arising from this Agreement shall be brought to the superior court for the third judicial district of the state of Alaska at Palmer. The law of the state of Alaska shall govern the rights and obligations of the parties.

I, _____, certify that I have read and fully understand this Participant Release of Liability and Defense and Indemnity Agreement. In addition, I understand that I may consult with counsel prior to executing this Agreement. I am executing this Agreement of my own free will in consideration for being allowed to manage recyclable materials for the community at the Central Landfill Site, 1201 N 49th State Street, Palmer, AK 99645 or pertinent Solid Waste Transfer Station, and I agree to all of the terms of this Agreement. I also understand that recycling at the Matanuska Susitna Borough Landfill or transfer sites is permitted entirely at the discretion of the Borough, and that salvaging may be terminated at any time for any reason by the Borough. I understand that all terms of this Agreement shall continue in full force and effect even if salvaging is terminated or discontinued.

Date

Address

License Plate Number

Name (Please print)

City/ Zip

Signature

Phone Number