

ADOPT-A-HIGHWAY PROGRAM RELEASE FORM

This release is executed on _____, 20 ____, by (name of group) _____ and its members whose signatures appear below (hereinafter referred to collectively as “**Releasors**”).

In consideration of being granted a litter pick up permit to participate in the Ohio Department of Transportation’s Adopt-A-Highway Program, for the section of highway known as _____ (route), from mile marker _____ to _____, or interchange _____

Releasors, being of lawful age, for themselves and their personal representatives, heirs, and next of kin, hereby release, waive, and discharge the State of Ohio, the Ohio Department of Transportation, and its officials, employees, and/or agents, (hereinafter referred to collectively as the “**State**”) from all liability to the **Releasors** and their personal representatives, assigns, heirs and next of kin for all loss or damage, and from any and every claim or damage therefore, on account of injury to persons or property, or resulting in the death of any of the **Releasors**, while the **Releasors** are picking up litter in, or otherwise occupying, the **State’s** right of way for that section of state highway noted above.

Releasors assume full responsibility for and risk of bodily injury, death or property damage while picking up litter in, or otherwise occupying, the State’s right of way. **Releasors** agree to indemnify the **State** from any loss, liability, damage or cost the **State** may incur due to the presence of **Releasors** in or on those sections of the State’s right of way as noted above.

In no event shall the **Releasors** be considered the agents or employees of the State of Ohio and/or the Ohio Department of Transportation.

Releasors, being of lawful age, in consideration of being permitted to participate in the Adopt-A-Highway Program, do for themselves, their heirs, executors, administrators, and assigns, hereby release and forever discharge the **State** from any and every claim, demand, action or right of action, of whatsoever kind or nature, either in law or in equity arising from or by reason of any bodily injury or personal injuries known or unknown, death and/or property damage resulting or to result from any accident which may occur as a result of participation in the Adopt-A-Highway Program.

Releasors agree that this release, waiver, and indemnity agreement is intended to be as broad and inclusive as permitted by the laws of the State of Ohio and that if any portion of the agreement is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Releasors further state that they have carefully read the above **Release** and know the contents of the **Release** and signs this **Release** as their own free act.

This **Release** contains the entire agreement between the parties to this agreement, and the terms of this **Release** are contractual and not a mere recital.

RELEASORS: Date _____

Name	Phone Number	Safety training completed (Initial)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

