

Litter Clean-up Conditions

Goal – To improve volunteer safety during litter clean-up events.

Litter Clean-Up Conditions

These conditions apply to all litter clean-up groups volunteering to collect litter wearing safety vests available from the Eastern Region Solid Waste Management Committee.

Conditions

All participants of an approved clean-up shall be 12 years of age or older. Every six participants aged 12 to 18 years shall have at least one adult Supervisor that is 19 or older.

A trained individual with First Aid kit #2 is to be at the litter clean-up site. No litter clean-up is to be performed until every member of the group is wearing a safety vest.

Highway clean-ups require a Nova Scotia Transportation and Public Works Adopt-A-Highway Permit approval which includes a set of conditions and suggestions, which must at all times be fully complied with and which in part identifies that the litter clean-up operation is to proceed along one side of the adopted highway section at a time and within the limits of this section. All vehicles are to park on the side roads or in parking areas behind the ditch line. Further all volunteers shall confine their activities to the ditch or behind the ditch line except to deposit full litter bags on the shoulder of the road for later pick up. Contact Great NS Pick Me Up to determine if a Adopt-A-Highway Permit is required for your clean-up. Details online at: www.nspickmeup.ca. All clean-ups along streets and public roads shall follow these same conditions. Always make safety a priority, with extra precaution when walking along the road, with obstacles and on uneven ground with each activity.

If the clean-up is along a public street or private roadway with general traffic, a sign identifying a litter clean up in progress shall be placed on the shoulder of the road facing traffic prior to the clean-up section.

Prior to the clean-up the group leader shall review the conditions of the agreement with the group. During the clean-up a responsible person shall see that all materials, substances, containers and large items including animal carcasses not suitable for removal by the members of the group are marked with a coloured ribbon on a stake near the shoulder of the road.

Following the clean-up, the group is responsible for picking up litterbags that day and transporting them to an approved landfill or pre-arranged site. All safety vests, unused litter bags and gloves shall be returned to the municipality where they were picked up the next day following the event unless other arrangements were made.

Minor volunteers shall receive close supervision, especially around roadways, waterways and other hazards.

In addition to wearing safety vests, volunteers are encouraged to wear CSA approved safety boots; CSA approved hard hats; gloves; long pants, long sleeved shirts and to take measures to avoid insect bites and to check for ticks following any clean up.

All objects shall receive appropriate care when handled. Proper consideration shall be given to the types of material that various ages of volunteers should not pick up and place in litter bags.

Volunteering for a litter clean-up is at your own risk. Signing below for the group, indicates that you have read, understand and will share the conditions and suggestions with all participants of your litter clean-up group and will have each person sign the attached Release and Indemnification before allowing participation with the group.

Clean-up Location: _____

Group/Individual Name: _____

Signed by: _____

Date Signed: _____

Release and Indemnification

TO: The Eastern Region Solid Waste-Resource Management Committee and its respective directors, officers, constituents Municipalities elected officials, employees, agents, independent contractors, sub-contractors, representatives, successors and assigns (hereinafter collectively referred to as the "Releasees").

ASSUMPTION OF RISK – I am voluntarily participating in the _____ program/event (hereinafter referred to as the "Program") on or from (date) _____. I understand that the litter clean-up of a road, ditch, beach or park involves inherent risks, dangers, hazards and property loss and damage which all participants are required to assume. These risks, dangers and hazards include, but are not limited to: broken and/or fractured bones, injury to internal organs, concussion, spinal and/or other head injuries, death, negligence of other persons, and negligence on the part of the Releasees, including the failure on the part of the Releasees to safeguard or protect me from the risk, dangers and hazards of participating in the Program.

I freely accept and fully assume all the risks, dangers and hazards and the possibility of personal injury, death, property damage or loss resulting therefrom.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT – In consideration of the Releasees permitting me the opportunity to participate in this Program, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby agree as follows:

1. I WAIVE ANY AND ALL CLAIMS that I have or may have in the future against the Releasees and to release the Releasees from any and all liability for any loss, damage, expense or injury including death that I may suffer or that my next of kin may suffer as a result of my involvement in the Program. Due to any cause whatsoever, including any duty of care owed on the part of the Releasees, and including the failure on the part of the Releasees to safeguard or protect me from the risks, dangers and hazards of the Program;
2. To HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any liability for any property damage or personal injury to any third party resulting from my participation in this Program;
3. This Agreement shall be effective and binding upon my heirs, next-of-kin, executors, administrators, assigns and representatives in the event of my death or incapacity;
4. This Agreement and any rights, duties and obligations between the parties to this Agreement shall be governed by and interpreted solely in accordance with the laws of the Province of Nova Scotia and no other jurisdictions; and
5. Any litigation involving the parties to this Agreement shall be brought solely within the Province of Nova Scotia and shall be within the exclusive jurisdiction of the Courts of the Province of Nova Scotia.

In entering into this Agreement I am not relying on any oral or written representations or statements made by Releasees with respect to the safety of the Program, other than what is set forth in this Agreement.

ACKNOWLEDGEMENT OF NO INSURANCE – I am aware that the Program offered by Eastern Region Solid Waste-Resource Management Committee does not provide me with any disability, accident or medical insurance or compensation of any kind and that I am not covered by Workers’ Compensation, should I become injured while participation in this Program. I acknowledge that I should consult with my own insurance broker regarding any insurance coverage that I may require.	INITIAL
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I AM 19 YEARS OR OVER AT THE TIME OF MY PARTICIPATION AND CONFIRM THAT I HAVE READ AND UNDERSTOOD THIS AGREEMENT PRIOR TO SIGNING IT, AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I, MY GUARDIANS, OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASSEES.

Date Signed (Month/Day/Year) _____

Participant Name (please print clearly): _____
 Signature of Participant: _____

**FOR PARTICIPANTS
OF MINORITY AGE
(Under Age 19 at Time
of Participation)**

This is to certify that I/we, as a parent(s)/guardian(s) with legal responsibility for this participant, do consent and agree to his/her release as provided above of all the Releasees, and for myself, my heirs, assigns, and next of kin, I/we release and agree to indemnify the Releasees from any and all liabilities incident to the minor participant’s involvement or participation in this Programs as provided above. By signing this Agreement you acknowledge that you have read, understood, and accept the terms and conditions of the release as stated above.

X _____
 (Parent/Guardian Name -PLEASE
 PRINT CLEARLY)

X _____
 (Parent/Guardian Signature)

Emergency Phone #(s) _____

X _____
 (Parent/Guardian Name – PLEASE
 PRINT CLEARLY)

Date Signed: _____