Release of Liability for Safe Disposal Mobile Collection Service for Homebound Seniors and Residents with Disabilities

Agreement Regarding Entry Upon ________________________________ (Property)

This Agreement is made effective this ________ day of ___________ 20_______, between the SALINAS VALLEY SOLID WASTE AUTHORITY (hereafter referred to as the “AUTHORITY”) and ________________________________ (Hereinafter referred to as “Customer”) for participation in the Safe Disposal Mobile Collection Service for Seniors and Residents with Disabilities (hereinafter “Homebound Service”).

CUSTOMER has requested the AUTHORITY to enter onto CUSTOMER’S property mentioned above, for the purpose of collecting the categories of waste materials described below.

(Describe material(s) being collected at property mentioned above; ex: paint, motor oil, TV, etc.)

CUSTOMER releases the AUTHORITY and its officers, employees, and agents from any and all legal liability, claims, demands or expenses of any nature for any injury, illness, or damages to CUSTOMER or to CUSTOMER’S real or personal property, which may be incurred by the Authority and its employees or its vehicles, resulting from the AUTHORITY’S access to CUSTOMER’S property in connection with CUSTOMER’S participation in the above described Homebound Service, [including any injury, illness or damages arising from the AUTHORITY’S negligence.] CUSTOMER also agrees not to sue or take any legal action against the AUTHORITY and its officers, employees, agents for any such injuries, illness, or damages suffered by CUSTOMER [and will reimburse the AUTHORITY for its attorneys’ fees and expenses if CUSTOMER breaches this promise.]

In exchange for this release and agreement by CUSTOMER not to sue or take legal action against the AUTHORITY and granting the AUTHORITY access to CUSTOMER’S property, the AUTHORITY will provide Homebound Service at CUSTOMER’S property.

CUSTOMER UNDERSTANDS THAT THIS AGREEMENT IS LEGALLY BINDING, AND THAT CUSTOMER IS RELEASING IMPORTANT LEGAL RIGHTS BY SIGNING THIS AGREEMENT.

_________________________________ Date: ________________
(Customer Signature)

_______________________________
Print Name