



## Bastrop County Adopt-a-County Road Program Application for Participation



Bastrop County will work with the adopting Participant to determine the specific section of County road to be adopted. The County may consider such factors as width of right of way, congestion and sight distance of roadways in determining what sections of road shall be eligible for adoption.

Please read Page 2 for the Adopt-a-County Road Program guidelines.

(Name of Individual or Organization)	(Date of Application)
(Street address)	(City, Zip Code)
(Mailing address)	(City, Zip Code)
(Email address)	(Est. No. of people participating in each Cleanup)
(Name of authorized representative)	(Authorized representative's Email address)
(Mailing address)	(City, Zip Code)
(Day phone number)	(Cell phone number)
(Name of alternate representative)	(Alternate representative's Email address)
(Mailing address)	(City, Zip Code)
(Day phone number)	(Cell phone number)

County Road section you are interested in adopting:

Please print this document and mail, fax, or call the Precinct for email address:

County Commissioner (what precinct the road resides in) 804 Pecan Street Bastrop, Texas 78602  
Fax: 512-581-4005 or Email: Call the Precinct the road resides in for email address

The following guidelines apply to the Bastrop County Adopt-a-County Road Program

- Participation in the Program is open to an individual, family, community organization, governmental entity, youth organization, private business, civic and non-profit organization, religious group, fraternity, sorority and school.
- Program participants must agree to hold the County harmless and agree not to hold the County responsible for any injuries that they may suffer or damages they may cause or suffer as a result of participation in the Program.
- Participant can adopt a section of roadway to memorialize individuals who have died. The recognition sign may include the phrase "in memory of", the name of the person in whose memory the section is adopted, and the name of the adopting entity.
- Only Bastrop County roads are eligible for adoption.

The Participant will:

- Obey and abide by all laws and regulations relating to safety and such other terms and conditions as may be required by the County for special conditions of a particular adopted section.
- Adopt a section of County road that is a minimum of two (2) miles (unless the total length of the road is shorter than two (2) miles) for a minimum of two (2) years.
- Pick up litter a minimum of two (2) times per year or more as needed at approximately quarterly intervals unless the County Commissioner determines fewer times per year is adequate.
- Appoint an authorized representative and an alternate representative of the participating group.
- Furnish adequate supervision by one (1) or more adults for minor volunteers of a participating group who are 15 years of age or older, with at least one (1) adult for every three (3) children who are 10 to 14 years of age. Children under the age of 10 may not participate in the Program.
- Conduct a group safety meeting prior to each pickup day.
- Obtain required supplies and materials from the County during regular business hours.
- Set up traffic control signs during the cleanup and remove after cleanup.
- Wear County furnished safety vests during trash pickup.
- Place litter in trash bags. Place trash bags in an approved area and Bastrop County will make arrangements to discard at an approved disposal site.
- Return unused materials and supplies to the County within two (2) business days following each cleanup.
- Not possess or consume alcoholic beverages or illegal drugs while on the adopted section.
- Maintain a first-aid kit and adequate drinking water while picking up litter on the adopted section of road.
- Assignment of responsibilities to any other group is not allowed without consent of the County Commissioner of the precinct.
- Have the option of renewing an agreement subject to the approval of the County Commissioner of the precinct.
- Advise the Commissioner of the precinct each time that litter has been picked up on the adopted road.

The County will:

- Work with the participating individual or group to determine the specific section of County road to be adopted.
- Erect at least two (2) permanent signs on the adopted section of County road with the participant's name displayed.
- Provide safety information, trash bags, traffic control signs and safety vests.
- Remove litterbags from the adopted section and will remove any large, heavy or hazardous items.

If in the County Commissioner's sole judgment that the individual or group is not meeting the terms and conditions of the agreement, the County may terminate the agreement and remove the sign(s) upon 30 days' notice.

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County Commissioner's Signature

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Authorized Signature for Group

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Date

**How to apply:**

Contact the County Commissioner (what precinct the road resides in) and request an application form or visit the County's website [www.co.bastrop.tx.us](http://www.co.bastrop.tx.us) to print the form. Submit the completed form to the County Commissioner (what precinct the road resides in) to 804 Pecan Street, Bastrop TX 78602 or call the County Commissioners office for their email address.

Effective May 13, 2019

# GENERAL RELEASE OF LIABILITY AND WAIVER OF CLAIMS FOR BASTROP COUNTY ADOPT-A-COUNTY ROAD PROGRAM

1. In consideration for receiving permission to participate in Bastrop County Adopt-a-County Road Program, (the "Activity"), I hereby, on behalf of myself, my minor children, or minors in my care, COVENANT NOT TO SUE AND RELEASE BASTROP COUNTY, its officers, elected officials, agents, servants, employees, volunteers, and other persons connected with or associated with the BASTROP COUNTY (collectively the "Releasees") from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or any of the property belonging to me or in my possession, custody, or control, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES, or otherwise, while traveling to or from or participating in the Activity, or while in, on or upon the premises where the Activity is being conducted.

2. I understand that the Releasees do not assess or warranty the proficiency of the instructors and other participants in the Activity, and the Releasees do not make any warranty or representation of any type, kind or character, whatsoever, as to existing conditions upon the lands I may enter for the Activity. I am participating in the Activity at my own risk, and I accept land or property in the existing conditions, and recognize that exercise Activities are inherently hazardous activities and expose me to dangerous conditions, risks and hazards.

3. I agree and represent that I will comply with all current laws of the State of Texas, all federal laws, and any other controlling authority's rules and regulations while participating in the Activity, including, but not limited to, laws regarding narcotics, alcohol and other matters. I agree that I will abstain from the use of any alcohol or illegal narcotics while engaged in the Activity.

4. I am fully aware of the risks involved and hazards connected with participation in the Activity and I hereby elect to voluntarily participate in the Activity with full knowledge that said Activity may be hazardous to me and or my family members. I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH, that may be sustained by me, or any loss or damage to property owned by me or my family members or in our possession, custody, or control, as a result of being engaged in such an activity, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES OR OTHERWISE.

**5. I further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS the RELEASEES from any loss, liability, damage or costs, including court costs and attorney fees, that the Releasees may incur due to my participation in the Activity, WHETHER CAUSED BY THE SOLE OR PARTIAL NEGLIGENCE OF RELEASEES or otherwise.**

**6. I further agree that while attending or participating in this Activity that I will not sell, advertise, or solicit any product, service or any item whatsoever OR attempt to do the same.**

7. I am signing this General Release of Liability and Waiver of Claims to gain access to this program, which is conducted on the right-of-way of County Roads of Bastrop County, Texas;

**8. I state that I have consulted with my personal physician regarding whether this Activity is safe for me and/or my spouse and/or children and that I am not relying on any representation from Bastrop County that my medical condition allows such activities.**

9. I understand that the Releasees may not maintain any insurance policy covering any circumstance arising from my participation in the Activity. **As such, I am aware that I should review my personal insurance coverage.**

10. It is my express intent that this General Release of Liability and Waiver of Claims shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a RELEASE AND WAIVER OF CLAIMS AGAINST, AND A COVENANT NOT TO SUE the abovenamed RELEASEES. I hereby further agree that this General Release of Liability and Waiver of Claims shall be construed in accordance with the laws of the State of Texas, and any dispute concerning this agreement will be heard in the federal courts of the Western District of Texas or state courts in Bastrop County, Texas.

11. IN SIGNING THIS RELEASE, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing General Release of Liability and Waiver of Claims, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; **I am at least eighteen (18) years of age or the parent or guardian of a minor child and fully competent to execute this General Release of Liability and Waiver of Claims on my behalf or on behalf of my child or ward; and I execute this General Release of Liability and Waiver of Claims for full, adequate and complete consideration fully intending to be bound by same.**

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

Signature of Participant – **Parent or Guardian must read and sign if participant is under 18 years of age:**

\_\_\_\_\_  
Printed Name of Participant:

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Printed Name of Parent or Guardian:

\_\_\_\_\_  
Signature of Parent or Guardian

\_\_\_\_\_  
Printed Name of Spouse (if participating):

\_\_\_\_\_  
Signature of Spouse

**NAMES AND DATES OF BIRTH OF MINOR CHILDREN PARTICIPATING**

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
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6. \_\_\_\_\_
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15. \_\_\_\_\_