

# AGREEMENT FOR MAINTENANCE, WAIVER, AND RELEASE OF LIABILITY: BEAR RESISTANT CARTS

## For Use By Lake County Office of Solid Waste

The individual named below (referred to as "I" or "me" or "**participant**") has requested a bear-resistant solid waste container from Lake County, Florida, its Office of Solid Waste, (referred to as "**County**"). In consideration of being provided a bear-resistant cart ("bear cart") by the County, and in recognition of the County's reliance hereon, I agree to all the terms and conditions set forth in this instrument (this "**Agreement**").

I hereby freely, voluntarily, and without duress request that my solid waste container be replaced with a bear-resistant solid waste container and execute this Agreement under the following terms:

1. Agreement for Maintenance and Liability for Costs. I hereby warrant and agree that I will maintain the bear cart provided to me in a manner that is consistent with all applicable rules, regulations, laws, and best practices as described and directed by the County. I represent that I have reviewed and understand the instructions provided by the County regarding proper and improper uses of the bear cart. I will not engage in, nor allow any other person to engage in, any actions or omissions that would be contrary to the direction provided by County for care of the bear cart. I understand the direction that has been provided to me, and I am able to follow it. Although the County is providing me one (1) bear cart without charge to me, I understand that if the bear cart awarded to me is lost, damaged, or destroyed, it will be my sole responsibility to pay the cost to replace or repair the cart not covered by the manufacturer's warranty and consent to these charges being billed to me via mail. I understand that another bear cart of similar quality may not be available. I understand that the County does not provide any warranty or guarantee of replacement or repair of bear-resistant carts. I agree to use the bear cart in accordance with applicable county ordinances and regulations, and realize that it is bear resistant but not guaranteed to be bear proof.

2. Release and Waiver. I hereby release and forever discharge and hold harmless Lake County, its Office of Solid Waste, and any of its agents, successors, or assigns from any and all liability, claims, and demands of whatever kind or nature, either in law or in equity, which arise or which may hereafter arise from my request for and/or usage of the bear cart. I understand that this is voluntary. I understand that this discharges Lake County and its Office of Solid Waste from any liability or claim that I may have with respect to damages that may occur. I understand that Lake County does not assume any responsibility for or obligation to provide a replacement bear cart if my cart is damaged or destroyed or to provide any financial assistance or other assistance. I agree not to make or bring any claim against the County and forever release and discharge the County from liability under such claims. I agree to defend, indemnify, and hold harmless the County from and against all liability, loss, claims, damages, costs, attorneys' fees, and expenses of whatever kind or nature which the County may sustain, suffer, or incur, or be required to pay by reason of providing me the requested bear cart.

3. Entire Agreement. This Agreement constitutes the sole and entire agreement of the County and me with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. I understand and agree that this Release is intended to be as broad and as inclusive as is permitted by the laws of the State of Florida. If any term or provision of this Release is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Release or invalidate or render unenforceable such term or provision in any other jurisdiction. This Agreement is binding on and shall inure to the benefit of the County, me, and our respective heirs, successors, and assigns. All matters arising out of or relating to this Agreement shall be governed by the internal laws of the State of Florida. Any claim or cause of action arising under this Agreement may be brought only in the federal and state courts located in Lake County, Florida, and I hereby consent to the exclusive jurisdiction of such courts.

4. License. The bear cart is licensed for use at the address listed below. Participant agrees that the bear cart has been assigned to that address and must remain at that address in the event participant moves to another residence. Participant further agrees to email [garbagecollection@lakecountyfl.gov](mailto:garbagecollection@lakecountyfl.gov) in advance of vacating the residence in the event Participant relocates to a different address than what is listed below.

**BY SIGNING, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT AND THAT I INTEND TO BE BOUND BY IT.**

Participant's Signature

Participant's Address:

\_\_\_\_\_

\_\_\_\_\_

Participant's Printed Name:

\_\_\_\_\_

\_\_\_\_\_

Dated: \_\_\_\_\_

\_\_\_\_\_

#### BEAR RESISTANT CART MAINTENANCE INSTRUCTIONS

Bear resistant carts are vulnerable to external debris and proper care should be used in caring for the cart. This includes washing the cart monthly, keeping build-up out of the rim/lid area, and keeping sand and grit off the axles. Loose debris not secured in a bag can become lodged in the locking mechanism preventing operation of the cart, or in some cases, damaging the mechanism. Participant should look for abnormal wear in the carts. Twisted hinges preventing the lid from closing correctly will result in an inoperable cart.

Participants should also be aware that the lever release handle is designed to keep bears from opening the lid but is also a great hiding place for insects. It is advised to keep this area clean and/or to treat the area with an insect barrier spray.