

OTAY LANDFILL
RELEASE, WAIVER OF LIABILITY, AND
ASSUMPTION OF RISK AGREEMENT

PUBLIC ACCESS TOUR

Last Name of Participant	First	Middle Initial	Date of Birth
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Home Address	City/State	Phone Number
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In consideration of Participant being permitted to enter the property and premises of Otay Landfill at 1700 Maxwell Road, Chula Vista, CA (the "Property"), owned and operated by Otay Landfill, Inc., (the "Company"), solely for the purposes of a tour (the "Tour") and subject to the safety measures mandated by the Company and its affiliates, Participant executes this RELEASE, WAIVER OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT (this "Agreement") as follows:

1. Participant, for himself or herself and for his or her respective spouses, parents, guardians, heirs, successors, assigns, executors or administrators or anyone who might claim on their behalf (the "Releasing Parties"), hereby waive, release, and forever discharge (a) the Company; (b) its ultimate parent company Republic Services, Inc. ("Republic"); (c) all of Republic's subsidiary and affiliate companies and organizations; and (d) all of the above-listed companies', partnerships' and organizations' agents, employees, officers, directors, attorneys, shareholders, members, partners, legal representatives, successors and assigns (the "Released Parties") from, and agree and covenant not to sue any Released Party for, any claim, suit, liability, damages or demand of any kind resulting from or in any way associated with Participant's entry on or access to the Property or the Company's or its affiliates' facilities, vehicles and other equipment, THIS WAIVER OF LIABILITY AND RELEASE EXTENDS TO ALL CLAIMS OF EVERY KIND OR NATURE WHATSOEVER, FORESEEN OR UNFORESEEN, KNOWN OR UNKNOWN.
2. Participant hereby VOLUNTARILY ASSUMES FULL RESPONSIBILITY FOR ALL RISKS OF PERSONAL INJURY OF ANY KIND, PROPERTY DAMAGE, ECONOMIC LOSSES, AND/OR OTHER DAMAGES to Participant of any kind resulting from or in any way associated with Participant's entry onto the Property. Participant understands that the risks include, but are not limited to, all risks of being in proximity to landfill operations and heavy equipment operated by the Company's employees, affiliates or third parties. Participant further understands that the Company does not regularly grant access to visitors to the Property in the ordinary course of its business and operations, and that the Company has not made any extraordinary alterations to the Property or its normal safety procedures and facility operation practices for purposes of Participant's entry onto the Property.
3. Participant acknowledges and agrees that Participant's license to enter the Property may be revoked or suspended by the Company at any time without prior notice. Participant agrees that Participant will comply with all rules and regulations of the Company or its affiliates applicable to Participant's entry onto the Property or access to the Company's or its affiliates' facilities, vehicles, and other equipment.

4. Participant has been informed and understands that Company occasionally takes photographs and/or videos during tours of its facilities and that Participant may be captured in photographs and/or videos while on the Property. Participant authorizes the Released Parties to take his or her photograph, or to create a video or audio recording of him or her, and to use that photograph or video or audio recording (collectively, "Material"), for Released Parties' business purposes. Released Parties' business purposes include, but are not limited to, internal communications, advertising, sales materials, brochures, marketing, promotions, informational purposes, and any other legitimate business purpose. Participant understands that all Material is Company's property, that Company has authority to edit, alter, copy, exhibit, publish or distribute the Material for any purpose in its sole discretion, and that Participant will not be compensated for such Material and is not entitled to any royalties related to any Released Parties' use of the Material.

5. Participant represents that he or she is of lawful age and is legally competent to sign this Agreement. If Participant is a minor, this Agreement is being signed by his/her parent or legal guardian and such person has authority to sign on behalf of the minor.

I CONFIRM THAT I HAVE READ AND UNDERSTOOD THIS AGREEMENT AND SIGN IT VOLUNTARILY. **I UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS, INCLUDING, BUT NOT LIMITED TO, MY RIGHT TO SUE.** NO PROMISE OR INDUCEMENT HAS BEEN MADE OR OFFERED TO ME EXCEPT AS SET FORTH IN THIS AGREEMENT, AND I AM EXECUTING THIS AGREEMENT WITHOUT RELIANCE UPON ANY STATEMENT OR REPRESENTATION BY ANY RELEASED PARTY EXCEPT AS SET FORTH IN THIS AGREEMENT.

IN WITNESS WHEREOF, the undersigned has executed this RELEASE, WAIVER OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT on the ___ day of _____, 20__.

Signature of Participant/Guardian if Participant is under 18 years old: _____

Printed Name of Person Signing This Agreement: _____

Email of participant: _____

Date of Tour: _____