

**Waiver and Release of Liability and Agreement of the Rules and Regulations  
of the Maiden creek Yard Waste Recycling Site**

This Wavier, Release and Agreement, is made this \_\_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_, 20\_\_\_, by and between Maiden creek Township, Berks County, Pennsylvania  
(hereinafter referred to as “Maiden creek Township”), with a principal place of business at  
1 Quarry Road, P.O. Box 319, , Blandon, Berks County, Pennsylvania 19510, and \_\_\_\_\_  
\_\_\_\_\_(hereinafter  
referred to as “Resident(s)”), residing at \_\_\_\_\_  
\_\_\_\_\_.

By signing this Waiver, Release and Agreement, I fully understand and hereby  
consent to the following rules and regulations:

1. To utilize the Maiden creek Township Yard Waste Recycling Site located  
at 61 Lake Shore Drive, Fleetwood, Pennsylvania 19522 (hereinafter “Yard Waste  
Recycling Site”), for the purpose of disposing non-hazardous yard waste, an application  
must be submitted and approved by Maiden creek Township. Applications are available at  
the Maiden creek Township Building.

2. To be eligible to apply, the applicant must:

- (a) reside in Maiden creek Township;
- (b) be a resident(s) in good standing; and
- (c) be over the age of eighteen (18).

3. Good standing is defined as having no outstanding code violations,  
delinquent taxes or tax liens, and any other costs/fines due and owing to Maiden creek  
Township.

4. Approval or denial of said Application is solely within the discretion of the Township Manager, and/or Board of Supervisors of Maiden Creek Township.
5. Upon approval of said Application, Resident(s) may request one (1) "Keycard" available at no cost from Maiden Creek Township.
6. Any replacement or additional Keycards may be provided by Maiden Creek Township for a minimal fee.
7. Upon a Resident relocating outside of Maiden Creek Township, the Resident must return all Keycards at no cost to the Township Manager and/or Secretary of Maiden Creek Township within fifteen (15) days of relocating. Failure to return all Keycards shall result in a penalty of \$15.00 per Keycard.
8. Resident will be charged a minimal fee for any lost, stolen, or misplaced Keycards.
9. The Yard Waste Recycling Site is open daily from 7:00 a.m. to 9 p.m. These hours are subject to change at the sole discretion of Maiden Creek Township.
10. Resident(s) shall only dispose of the following at the Yard Waste Recycling Site:
  - (a) logs;
  - (b) shrubs;
  - (c) brush;
  - (d) leaves;
  - (e) branches;
  - (f) grass clippings;
  - (g) tree stumps;
  - (h) tree trimmings;
  - (i) Christmas trees;
  - (j) ornamental grass and garden plants without dirt.

11. Resident(s) shall not, under any circumstances, utilize the Yard Waste Recycling Site to dispose of the following:

- (a) soil;
- (b) sod;
- (c) brick;
- (d) stones;
- (e) pallets;
- (f) woodchips;
- (g) household trash;
- (h) construction debris;
- (i) NO bagged grass or leaves; and
- (j) DO NOT throw anything in the bins (Follow Signage).

Further, there shall be no commercial use of the Yard Waste Recycling Site and residents agree to not allow any business or non-resident use of the Yard Waste Recycling Site.

12. Resident(s) agrees that there is absolutely **NO DUMPING** of yard waste in the wooded areas within and surrounding the Yard Waste Recycling Site.

13. Any Resident that violates the rules and regulations shall receive a First Notice of Violation, serving as a warning. Any following infraction(s) will result in the revocation of the Keycard and permanent denial of access to the Yard Waste Recycling Site.

14. The Township Manager and/or Board of Supervisors of Maidencreek Township have the authority to uphold and enforce the rules and regulations.

15. Resident hereby agrees that these rules and regulations are subject to change without notice.

15. In exchange for Maidencreek Township to allow the Resident to utilize the Yard Waste Recycling Site, I further agree to:

- (a) Waive all claims that I have or may have in the future against

Maidencreek Township including, but not limited to, its Board of Supervisors, managers, secretaries, employees, agents, consultants or representatives (hereinafter referred to as “Releasees”) relating to the Resident’s use of the Yard Waste Recycling Site.

(b) Release the Releasees from any and all liability for any loss, damage, injury, expense, or other cost that I may suffer in connection with my use of the Yard Waste Recycling Site, including NEGLIGENCE ON THE PART OF THE RELEASEES.

(c) To hold harmless and indemnify the Releasees from any and all liability to property, or personal injury to, any third party, resulting from the use of the Yard Waste Recycling Site.

16. This Waiver, Release and Agreement is and shall be fully effective and binding upon the Resident(s), his/her/their heirs, executors, administrators, and assigns.

I have read and understand this document. I am aware that by signing this Wavier, Release and Agreement, I am waiving certain legal rights that I may have against the Releasees, and I fully agree to do so.

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature