



**COMPOST WAIVER**

Bring signed waiver with you to event. Compost cannot be picked up without a signed waiver.

WASTE MANAGEMENT OF ALAMEDA COUNTY, INC.  
172 98<sup>th</sup> Avenue  
Oakland, CA 94603

<b>Recipient Name</b>	
<b>Address</b>	
<b>City, State Zip</b>	

<b>Product Description ("Product")</b>	<b>Unit</b>	<b>Price</b>
Agricultural compost (up to .5% physical contaminants)	1 Bag	NA

This compost is derived from green and food waste collected within Alameda and Marin counties. **As such, this compost may contain physical contaminants and should not be used as a top dressing for sports fields or turf applications, in playgrounds, or in areas where it will remain on the surface.** This compost is intended to be used in agricultural applications, flower beds and planters. Till compost into soils 2-6 inches in depth. It is your responsibility to utilize this compost appropriately.

THE PRODUCT IS BEING PROVIDED "AS-IS", "WHERE IS", "WITH ALL FAULTS", AND WITHOUT WARRANTY OR REPRESENTATION EITHER EXPRESS OR IMPLIED AS TO (A) THE VALUE OF THE PRODUCTS, (B) MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, (C) THE RIGHT TO THE QUIET ENJOYMENT OF THE PRODUCTS, (D) THE DESIGN, CONDITION, OR QUALITY OF MATERIAL OR WORKMANSHIP IN THE PRODUCTS, (E) THE PRESENCE OR ABSENCE OF ANY HAZARDOUS SUBSTANCES IN, UNDER, OR ON, OR DISPOSED OF, OR DISCHARGED FROM THE PRODUCTS; OR (F) ANY OTHER MATTER WHATSOEVER, IT BEING AGREED THAT ALL SUCH RISKS, AS BETWEEN WASTE MANAGEMENT OF ALAMEDA COUNTY, INC. ("WM") AND THE RECIPIENT IDENTIFIED HEREIN ("RECIPIENT"), ARE TO BE BORNE BY RECIPIENT.

Recipient, for him/herself and any heirs and assigns, hereby irrevocably and unconditionally release, discharge, indemnify and hold harmless WM, and each of WM's subsidiaries, shareholders, successors, parent corporations, any affiliated company, assigns, personal representatives, agents and employees of and from, and waives, any and all claims, liabilities, damages, costs, losses, expenses (including, but not limited to, attorneys' fees and costs), demands, penalties, interest, causes of action, actions, fines, consultants' and experts' fees and costs, liens and judgments of any nature, whether known or unknown, foreseen or unforeseen (collectively, "Claims"), including, without limitation, Claims for property damage, personal injury, bodily injury, aggravation of pre-existing injuries, aggravation of pre-existing conditions, death and consequential, special or incidental damages, wherever made or incurred, whether known or unknown, foreseen or unforeseen, arising from, or in any way related to, the Product.

**California CCR § 1542 Release.** In addition to the above, I hereby expressly waive the provisions of California Civil Code Section 1542 which provides as follows: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM, MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR." I HERIN UNDERSTAND AND AGREE that all rights under Section 1542 of the California Civil Code are expressly waived and that this Release releases all injuries, damages, or losses to the person and property, real or personal, whether known or unknown, foreseeable, unforeseeable, patent or latent, which I may have against WM.

**RECIPIENT**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

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