

## **RELEASE AND WAIVER OF LIABILITY AGREEMENT**

**THIS** Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement (the “Agreement”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, by and between \_\_\_\_\_ (the “Property Owner”), and **ELK CREEK TOWNSHIP**, Erie County, Pennsylvania, employees and agents (collectively, the “Township”).

**THE** Property Owner understands that the Township has in its possession dirt, soil and other materials that, through the Township’s activities including, but not limited to, cleaning ditches, the Township has extracted and collected from the ground and properties. The Property Owner understands that the Township has implemented a program (the “Program”), whereby the Township has offered to deposit materials collected by the Township onto the property of residents of Elk Creek Township. The Property Owner desires to participate in the Program and to allow the Township to deposit materials onto the Property Owner’s property. The Property Owner hereby freely, voluntarily, and without duress executes this Agreement under the following terms:

1. **Release and Waiver.** In consideration for participation in the Program, the Property Owner does hereby release the Township and hereby does hereby waive, discharge, and covenant not to sue the Township for any and all liability, claims, demands, actions, and causes of action whatsoever, which arise or may hereafter arise from the Property Owner’s participation in the Program.

The Property Owner understands that this Agreement discharges the Township from any liability or claim that the Property Owner may have against the Township with respect to any bodily injury, personal injury, illness, death, or property damage that may result from the Property Owner’s participation in the Program, whether caused by the negligence of the Township, or otherwise.

2. **Assumption of Risks.** The Property Owner understands that the Program involves work that may be hazardous to the Property Owner and the Property Owner’s property, including, but not limited to, dumping, loading, unloading, shoveling, and depositing materials onto the Property Owner’s property, operating Township vehicles on or near the Property Owner’s property, and operating equipment on or near the Property Owner’s property. The Property Owner understands that any materials deposited onto the Property Owner’s property may present hazards to the Property Owner and the Property Owner’s property, including but not limited to, unstable surfaces, health risks from exposure to the materials, and risks of damage to other property. The Property Owner acknowledges that the Township makes no warranty or guarantee, express or implied, as to the condition, safety, suitability or fitness of any materials deposited on the Property Owner’s property for any purpose whatsoever. The Property Owner is fully aware of risks and hazards connected with participating in the Program, and is fully aware that there may be risks and hazards unknown to the Property Owner connected with participating in the Program. The Property Owner hereby elects to voluntarily participate in the Program knowing that the work and conditions associated with the Program may be hazardous or may become hazardous or dangerous to the Property Owner and the Property Owner’s property.

The Property Owner voluntarily assumes full responsibility for any risks of loss, property damage or personal injury, including death, that may be sustained by the Property Owner, or any loss or damages to property owned by the Property Owner, as a result of being a participant in the Program, whether caused by the negligence of the Township or otherwise.

3. **Indemnification and Hold Harmless.** The Property Owner further hereby agrees to indemnify and save and hold harmless the Township from any loss, liability damage or costs the Township may incur due to the Property Owner's participation in the Program, whether caused by the negligence of the Township or otherwise.

4. **No Violation of Laws and Regulations.** The Property Owner agrees and covenants to (a) abide by all local, state and federal laws and regulations regarding possession of any materials deposited on the Property Owner's property pursuant to the Program; and (b) maintain proper safety procedures regarding possession of any materials deposited on the Property Owner's property pursuant to the Program.

5. **Application.** It is the Property Owner's express intent that this Agreement shall bind the members of the Property Owner's family, if the Property Owner is alive, and the Property Owner's heirs, and personal representative, if the Property Owner is deceased, and shall be deemed as a Release, Waiver of Liability, Discharge and Covenant Not to Sue the Township.

6. **Other.** This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Pennsylvania. The Property Owner agrees that in the event that any clause or provision of this Agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provisions shall not otherwise affect the remaining provisions of this Agreement, which shall continue to be enforceable.

**IN WITNESS THEREOF**, the Property Owner has executed this Agreement as of the day and year first written above.

Property Owner Signature: \_\_\_\_\_

Property Owner Name Printed: \_\_\_\_\_

Witness Signature: \_\_\_\_\_

Witness Name Printed: \_\_\_\_\_

Day Time Phone Number \_\_\_\_\_

Address \_\_\_\_\_