

**EXHIBIT A**

**RELEASE AND INDEMNIFICATION AGREEMENT**

The Village of Wayne (“Village”) owns a small stand of Spruce trees located on Village property adjacent to its Public Works facility. The undersigned desires to remove one or more of such trees for personal use and the Village is in agreement for such removal by the undersigned, at no cost to either the undersigned or the Village. All trees are “AS IS” “WHERE IS” without any warranty.

In consideration of the my being permitted to remove one or more Spruce tree(s) from Village owned property, I, for myself individually, my heirs, personal representatives or assigns, do hereby release, waive, discharge and covenant not to sue or otherwise pursue or permit any person to pursue on my behalf any claim for damages or compensation against the Village, its board members, officers, employees, and agents, resulting from or related to any personal injury, accidents, illness, death, property or other loss or other damages arising from or relating to my actions or activities in removing one or more trees.

I recognize and acknowledge that there are certain risks of physical injury in engaging in tree removal and I agree to assume the full risk of any such injuries, damages or loss regardless of severity which I may sustain as a result of participating in any activities connected or associated with the tree removal. I acknowledge that the Village shall not be obligated to supervise, control, or manage my activities. I further acknowledge that I will be responsible for any damage caused to any private property, whether belonging to the Village or to a third party, as the direct or indirect result of my conduct or participation in the tree removal.

I also agree to INDEMNIFY AND HOLD HARMLESS the Village from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney’s fees and court costs, brought or incurred as a result of my involvement or participation in the tree removal activities, and to reimburse the Village for any such expenses incurred.

**I have read this Waiver of Liability, Assumption of Risk, and Indemnification Agreement, fully understand its terms, and understand that I am signing the agreement freely and voluntarily, and intend by my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.**

Dated as of the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Address

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Address