



# Long Hill Fire Company #1 Inc.

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14 Meadow Rd  
Trumbull, CT 06611  
(203) 261-9885

## Assumption of Risk, Waiver of Liability, Indemnification and Hold Harmless Agreement

This is an agreement between the Occupant, whose name appears below, and the Long Hill Fire Company, No. 1, Inc. (hereinafter referred to as the "LHFD").

The Occupant represents that he/she is the owner or tenant of the real property herein referred to as the Premises (described below) and is/will be in rightful possession of the Premises at the time of the toy delivery service.

The Occupant has requested the LHFD to provide toy delivery service at the Premises on or about the date described below.

The Occupant has been notified and understands that LHFD does not require trucks, apparatus and other equipment to enter the Premises in order to make toy deliveries. Rather, the trucks, apparatus and other equipment can remain on the street in front of or near the Premises while such service is being performed.

Notwithstanding the foregoing, the Occupant has requested that the LHFD enter the Premises with trucks, apparatus and other equipment for the purpose of providing the toy delivery service.

The Occupant has been informed and understands that the trucks, apparatus and other equipment that are/will be brought onto the Premises by the LHFD at his/her invitation is extremely heavy, and which in the course of entering, exiting, parking or standing on the Premises, could cause damage to it and/or personal property thereon, including, but not limited to: driveway damage (structural and other), tire tracks/impressions, pavement/paver/paving stone cracks and other damage, damage to driveway/walkway base, tree and plant damage (including root systems), grass damage, curb damage, masonry damage, wood/masonry/stone/block border damage, retaining wall damage, damage to drain pipes and/or drain systems, damage to footings, damage to driveway aprons, damage to underground systems, conduits and structures, etc.

Wherefore, In consideration of the LHFD providing the toy delivery service, the Occupant agrees to the following:

**ASSUMPTION OF RISK:** The Occupant has agrees to assume the risk of and responsibility for any and all loss and/or damage to the premises and personal property thereon caused by the LHFD trucks, apparatus and other equipment entering, exiting, parking on or standing on the Premises related to the LHFD's toy delivery service.

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**WAIVER OF LIABILITY:** The Occupant, his her heirs and his/her personal representatives hereby waive, release, discharge and covenant not to sue the LHFD, and its drivers, delivery personnel, officers, directors, employees and agents from any and all legal and equitable claims, including but not limited to claims of negligence, for loss and/or damage to real and/or personal property related to the LHFD's toy delivery service.

**INDEMNIFICATION and HOLD HARMLESS :** The Occupant also agrees to indemnify and hold the LHFD and its drivers, delivery personnel , officers, directors, employees and agents harmless from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees brought as a result of any property loss and/or property damage to the Premises or personal property thereon related to the LHFD's provision of the toy delivery service and to reimburse the LHFD and/or its drivers, delivery personnel , officers, directors, employees and agents for any such expenses incurred.

**SEVERABILITY:** The Occupant further expressly agrees that the foregoing I have read this assumption agreement is intended to be as broad and inclusive as is permitted by the law of the State of Connecticut and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I have read this assumption of risk, waiver of liability, indemnification and hold harmless agreement, fully understand its terms, and understand that I am giving up substantial rights, including my right to sue. I acknowledge 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.

OCCUPANT'S SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

OCCUPANT'S NAME PRINTED \_\_\_\_\_

PREMISES (DELIVERY ADDRESS) \_\_\_\_\_  
\_\_\_\_\_

DELIVERY DATE (If Known) \_\_\_\_\_