



## **WAIVER OF LIABILITY**

I HEREBY ASSUME ALL OF THE RISKS OF INJURY OR DISEASE AS A CONSEQUENCE OF MY GOING ON THE CITY OF WABASH PROPERTY KNOWN AS City Dump Property", including, by way of example and not limitation, any risks that may arise from negligence or carelessness on the part of the City of Wabash, Indiana from dangerous or defective equipment or property owned, maintained, or controlled by them or because of their possible liability without fault.

I acknowledge that this Accident Waiver and Release of Liability Form will be used by the City of Wabash should I be injured or contract a disease as a result of being on the City Dump Property, and this release will govern my actions and responsibilities concerning any salvaging activity related to the City Dump Property in which I might be engaged.

In consideration of my being permitted to enter upon the City Dump Property to view, inspect, examine, or salvage permitted items from the City Dump Property, I now take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows:

(A) I WAIVE, RELEASE, AND DISCHARGE from all liability, including but not limited to, liability arising from the negligence or fault of the entities or persons released, for my death, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter occur to me including my traveling to and from the City Dump Property, **THE FOLLOWING ENTITIES OR PERSONS:** the City of Wabash, and/or its elected officials, employees, volunteers, independent contractors working upon the City Dump Property project, representatives, and agents; and

(B) INDEMNIFY, HOLD HARMLESS AND PROMISE NOT TO SUE the entities or persons mentioned in this paragraph from all liabilities or claims made as a result of participation in this activity or event, whether caused by the negligence of release or otherwise.

I acknowledge that the City of Wabash, and/or its elected officials, employees, volunteers, independent contractors working on the City Dump Property project, representatives, and agents are NOT responsible for the errors, omissions, acts, or failures of any party or entity also on the City Dump Property for whatever purpose.

I acknowledge that this activity or event may involve exposure to dangerous items and conditions and carries with it the potential for death, serious injury, and property loss. The risks include but are not limited to, those caused by terrain, facilities, temperature, weather, equipment and machinery, vehicular traffic, actions of other people including, but not limited to, other conducting salvaging, workers, and other contractors on the City Dump Property.

The Accident Waiver and Release of Liability shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

I CERTIFY THAT I HAVE READ THIS DOCUMENT; AND I FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND I SIGN IT OF MY OWN FREE WILL.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Signature \_\_\_\_\_ Contact Number \_\_\_\_\_