

FRANKLIN COUNTY DEPARTMENT OF EMERGENCY SERVICES
WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

1. In consideration for purchases and/or programming and other valuable consideration, _____ hereby RELEASES, WAIVES, DISCHARGES AND COVENANT NOT TO SUE Franklin County Department of Emergency Services, Franklin County, their officers, servants, agents, and employees (hereinafter referred to as RELEASEES) from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained, or to any property, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES, or otherwise, while participating in such activity.

2. I am fully aware of risks and hazards connected with the activity, including but not limited to the risks as noted herein, and I hereby elect to voluntarily participate in said activity, and engage in such activity knowing that the activity may be hazardous to me and my property. I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH, that may be sustained by _____, or any loss or damage to property owned by _____, as a result of being engaged in such an activity, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES or otherwise.

3. _____ further hereby AGREES TO INDEMNIFY AND HOLD HARMLESS THE RELEASEES from any loss, liability, damage or costs, including court costs and attorney's fees, that may incur due to _____ participation in said activity, WHETHER CAUSED BY NEGLIGENCE OF RELEASEES or otherwise.

4. It is the express intent that of _____ that this Release and Hold Harmless Agreement shall bind the members of _____, my family and spouse (if any), if I am alive, and my heirs, assigns and personal representative, if I am not alive, shall be deemed as a RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE the above named RELEASEES. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania.

5. I UNDERSTAND THAT THE COUNTY WILL NOT BE RESPONSIBLE FOR ANY COSTS ASSOCIATED WITH AN INJURY OR TO PROPERTY DAMAGE THAT MAY OCCUR.

7. _____ also understand that we should and am urged by to obtain adequate insurance to cover any personal injury or property damage which may be sustained during the activity.

8. I ALSO UNDERSTAND THAT I AM RESPONSIBLE FOR ANY DAMAGE I CAUSE.

IN SIGNING THIS RELEASE, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Waiver of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this Release for full, adequate and complete consideration fully intending to be bound by same.

IN WITNESS WHEREOF, I have hereunto set my hand on this _____ day of _____, 201__.

Officer

Department