

## WAIVER, CONSENT AND RELEASE OF LIABILITY

In consideration for the placement, use, transfer and removal of multiple trash receptacles at no cost to myself on my property located at 5011 Elmhuist by Sedgwick County, Kansas, for the purpose of assisting residents of Sedgwick County in the recovery and cleanup of storm debris resulting from the tornadoes occurring in Sedgwick County on April 14-15, 2012, I, \_\_\_\_\_, do hereby agree as follows:

1. **Release of Liability.** I release and discharge Sedgwick County, Kansas, its officers, agents, employees, administrators, assigns, volunteers and all other persons acting on its behalf, (hereinafter collectively referred to as "**County**"), from any and all liability, claims, demands, or causes of action whatsoever arising out of any damage, loss or injury to my property or to individuals, or to others' property, as a result of the placement, use, transfer and removal of multiple trash receptacles on my property as described above whether resulting from the negligence, omission, or other fault, either active or passive, of County, or from any other cause.

2. **Waiver of Compensation.** In addition, I waive all claims to compensation for use of my property for activities associated with storm debris collection, cleanup and removal. I also waive any right to inspect or approve the placement, use, transfer and removal of the multiple trash receptacles for the period of time deemed necessary by County for the cleanup of storm debris.

3. **Assumption of Risk.** By executing this document, I acknowledge knowledge and understanding of the scope, nature and extent of the risks involved in the activities covered by this Agreement and further acknowledge that some dangers cannot be foreseen. In addition, I acknowledge knowledge and understanding that the trash or storm debris may have been constructed with materials containing hazardous substances, in particular, asbestos containing materials, and that storage or transfer of such materials may result in the release of hazardous substances, including asbestos and/or asbestos containing materials, which may pose a hazard to persons involved in any activity conducted at this location.

4. **Covenant Not to Sue.** I agree not to institute any lawsuit or cause of action against County or to initiate or to assist in the prosecution of any claim for damages against County which may arise from any injury or damage sustained as a result of any of the storm cleanup-related activities conducted at this location, whether caused by the negligence, omission, or fault, active or passive, of County or from any other cause. I further agree that no heirs, executors, administrators, personal representatives or any one else claiming interests on my behalf shall institute any lawsuit, cause of action, or claim for damages against County, nor shall they initiate or assist in the prosecution of any claim for damages against County, which may be brought by reason of injury to person or property arising from activities covered by this Agreement, whether caused by the negligence or fault, active or passive, of County. Should any such lawsuit or cause of

action be instituted against County, County shall be entitled to recover attorney's fees and costs incurred in the defense of such lawsuit or cause of action.

5. **Indemnity Against Third Party Claims.** To the extent allowed by law, I agree to indemnify, save and hold harmless, County from any and all losses, claims, actions, or proceedings of every kind, including attorney's fees and expenses, which may be presented or initiated by any other person or organization and which arise directly or indirectly from the activities covered by this Agreement, whether caused by the negligence or fault, active or passive, of County or from any other cause.

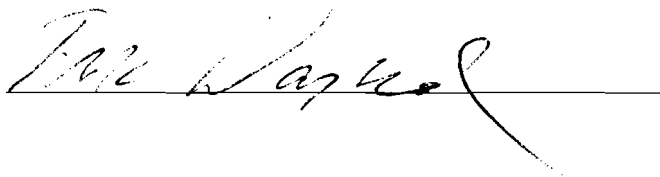
6. **Severability of Provisions.** I agree that this Agreement is intended to be as broad and inclusive as permitted by the laws of the State of Kansas and if any portions of this Agreement are found to be unenforceable or against public policy, that only those portions shall fail and I agree to be bound to the remainder of the Agreement.

6. **Entire Agreement.** This Release contains the entire agreement between the parties to this Agreement and the terms of this Release are contractual and not a mere recital.

7. **Term.** I understand that this release and consent is perpetual, that I may not revoke it, and that it is binding on my heirs and assigns.

8. **Competency.** I warrant that I am at least 18 years of age and that I am competent in my own name insofar as this document is concerned. I attest that I have read this document and fully understand its contents.

IN WITNESS THEREOF, the parties hereto have caused this Release of Liability Agreement to be executed as of the date first written above.




DATE: \_\_\_\_\_

SEDGWICK COUNTY, KANSAS

\_\_\_\_\_  
Tim R. Norton, Chairman  
Board of County Commissioners

DATE: \_\_\_\_\_

**Approved As To Form**  
  
Jennifer Magaña  
Deputy County Counselor