

ROY CITY
PROPERTY OWNER RELEASE AND WAIVER OF LIABILITY

I, _____ (“Property Owner”) desire to participate in the community service program provided by Roy City (“City”).

- 1. Scope of Relationship.** I understand that the scope of my relationship with City is limited to volunteers providing a service on my property. No compensation will be provided in return for services provided by me or to me. [I understand that I am responsible for my own insurance coverage.]

- 2. Release and Waiver.** I hereby release and forever discharge and hold harmless City, and their successors and assigns from any and all liability, claims and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from agreement with City. I understand that this release discharges City from any liability with respect to bodily injury, personal injury, illness, death, or property damage, whether caused by the negligence of City or its officers, directors, volunteers, employees, agents, or otherwise.

- 3. No Insurance.** I understand that City does not provide any type of insurance for my participation in the community service program, nor does City provide any financial or other assistance, in the event of injury, illness, or property damage.

- 4. Indemnification.** I agree to indemnify and hold harmless the City and its officers, directors, volunteers, employees, and agents for all claims, accusations, notices, judgments, rulings, liabilities or expenses arising out of my actions, inactions, errors, acts, or omissions as a participant in the community service program. Notwithstanding the foregoing, Property Owner acknowledges and agrees that City is a governmental entity under the Governmental Immunity Act of Utah, nothing in this agreement shall be construed as a waiver of any protection, rights, or defenses applicable to the City under the Act, including the provisions of Utah Code Ann. § 63G-7-604, as amended, regarding limitations of judgment.

- 5. Miscellaneous.** I understand that this document is a contract which grants certain rights to, and eliminates the liability of, the City. This Release and Waiver of Liability shall be governed by the laws of the State of Utah. This Release and Waiver of Liability is intended to be as broad and inclusive as permitted by law. In the event any provision of this Release and Waiver of Liability shall be held to be invalid by any court of competent jurisdiction, the invalidity of such provision shall not otherwise affect the remaining provisions of this agreement, which shall continue to be enforceable.

By signing below, I express my intent to enter into this Release and Waiver of Liability, and I do so willingly and voluntarily. I understand that by signing this form, I am giving up legal rights and remedies.

Signature of Property Owner

Date