

### **WAIVER OF LIABILITY - SHOVELER**

In consideration of participation in the city's snow shoveling program, I acknowledge and understand that I do so at my own risk and I voluntarily enter into this Waiver of Liability. I understand that my participation creates no contractual agreement with the city of Salem beyond this Waiver of Liability, and that my agreement is between the homeowner and myself, without any involvement in any manner by the City of Salem. If the City of Salem is sued in any manner as the result of any action or failure to act by me under this program, I agree to indemnify the City of Salem for any legal costs associated with their defense of any such action.

I assume all risk of personal injury or death and property damage or loss from whatever causes arising while I am shoveling snow, or that may occur to a homeowner as the result of my shoveling snow, or failure to shovel snow, and I release the city, its officers, employees, agents and servants from any liability therefore, and will indemnify and save harmless the city, its officers, employees, agents and servants from any liability resulting from any action I take or fail to take with regard to the removal of snow on private or public property. It is further understood and agreed that this is a complete Waiver of Liability, that there are no other written or oral understandings or agreements, directly or indirectly, connected with this Waiver of Liability, and that this Waiver of Liability contains the entire agreement between the undersigned and the City of Salem. This Waiver of Liability shall be construed that whenever applicable, the use of a singular number shall include the plural number and the use of the plural number shall include the singular number and shall be binding upon and inure to the benefit of the successors, assigns, representatives and legal representatives of the undersigned and the City of Salem.

**I HEREBY DECLARE THAT I HAVE HAD THE OPPORTUNITY TO DISCUSS THIS WAIVER OF LIABILITY WITH AN ATTORNEY, AND I UNDERSTAND, ACCEPT, APPROVE AND ADOPT ALL OF THE TERMS OF THIS WAIVER OF LIABILITY.**

IN WITNESS WHEREOF, and intending to be legally bound hereby, the undersigned has set his hand and seal as of this \_\_\_\_ day of \_\_\_\_\_ 2005.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
Signature of Parent or Legal Guardian

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone Number

\*Please check if you have a means of transportation to assist elderly residents beyond walking distance of your neighborhood:

☐ YES I have transportation to help our elderly residents throughout the City.