



WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

This WAIVER OF LIABILITY AND INDEMNITY AGREEMENT is entered this ____ day of _____, 201_, between the City of Lynnwood, a Washington municipal corporation (“City”), and _____ (“Property Owner”).

Property Owner owns certain real property located at _____ [insert address] and legally described as stated on Exhibit A, attached hereto and incorporated by reference [attach legal description as Exhibit A] (the “Owner’s Property”). The City has surplus soils and related materials that it desires to have removed from City property at no cost to the City. Property Owner desires to accept said soils and related materials, consisting of approximately ____ cubic yards of materials (the Fill), at no cost to the City, for the purpose of depositing the Fill on the Owner’s Property. The City will agree to provide the Fill to the Property Owner, upon the Property Owner's provision of this Waiver of Liability and Indemnity Agreement.

Therefore, in consideration of receipt of the Fill, Property Owner hereby expressly consents to accept the Fill from the City in accordance with the terms of this Waiver of Liability and Indemnity Agreement, and makes the representations and agreements stated below.

RELEASE AND WAIVER OF LIABILITY: Property Owner hereby **RELEASES, WAIVES, and DISCHARGES** the City, its successors and assigns, and its officers, employees, agents, and consultants, from all liability, loss, claims, damages, possible or actual causes of action, costs, attorneys' fees, and other expenses arising from any actions, claims, arbitrations, demands or lawsuits that may otherwise accrue, including claims for or relating to damage, loss or injury to persons or property, and including claims alleging violation of any environmental law or regulation, in any way resulting from or related to the deposit of the Fill on the Owner’s Property, or from making any other use of the Fill, from any cause whatsoever.

INDEMNITY AGREEMENT: Property Owner **AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS** the City, its successors and assigns, and its officers, employees, agents, and consultants, from any loss, liability, damage, cost or expense, including attorneys’ fees, whether incurred by the Property Owner or any third party, that may result from or relate to the deposit of the Fill on the Owner’s Property or from any other use of the Fill.

The provisions of this Agreement shall inure to the benefit of and be binding upon the parties and their respective heirs, representatives, successors, and assigns.

CITY OF LYNNWOOD

PROPERTY OWNER

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Mailing Address: _____
