

WAIVER OF LIABILITY, ASSUMPTION OF RISK, and INDEMNITY AGREEMENT

This Waiver of Liability, Assumption of Risk, and Indemnity Agreement ("Agreement") is entered to by _____ ("Requestor") and the City of McMinnville ("City") on this ____ day of _____ 20__ ("Effective Date").

Requestor has requested the City permit the temporary closure of certain public right-of-way described as follows: _____ ("Location") for the following purpose _____ ("Purpose"). Requestor hereby freely, voluntarily, and without duress executes this Agreement under the following terms:

1. **Waiver of Liability.** Requestor, on behalf of Requestor and Requestor's personal representatives, heirs, executors, administrators, officers, directors, employees, volunteers, successors, and assigns, hereby releases and forever discharges the City from any and all liability for personal injury, damage, or death to any person, including Requestor, and for any and all loss, injury, or damage, however caused, whether or not such injury or damage is caused by, or can be attributed to the acts, omissions, or negligence of the City, its employees, agents, contractors, representatives, and volunteers relating, directly or indirectly, to the Purpose and/or the Location.

2. **Assumption of Risk.** Requestor understands that the Purpose may be hazardous to Requestor, Requestor's patrons or visitors, and the general public. Requestor hereby expressly and specifically assumes the risk of any and all injury or harm occurring on or at the Location while Requestor is engaged in the Purpose.

3. **Indemnity.** In consideration of the City closing the Location, Requestor acknowledges responsibility for liability arising out of the performance of the Purpose and use of the Location, and shall defend, indemnify, and hold the City harmless from any and all liability, settlements, loss, costs, and expenses in connection with any action, suit, or claim resulting or allegedly resulting from Requestor's negligent acts, omissions, errors, or willful or reckless misconduct. The review, approval, or acceptance by the City, or any City employee of documents or permit requests shall not be considered a negligent act, error, omission, or willful misconduct on the part of the City, and none of the foregoing shall relieve Requestor of its responsibility to perform, and to indemnify the City as provided above and to reimburse the City for any and all costs and damages suffered by the City as a result of Requestor's negligent performance, failure of performance, and/or violation of federal, state, or local laws and regulations. Requestor must defend the City (using legal counsel reasonably acceptable to the City) against any claim that alleges negligent acts, omissions, errors, or willful or reckless misconduct by Requestor.

4. **Laws of Oregon.** This Agreement shall be governed by the laws of the State of Oregon, regardless of any conflict of laws. The parties agree to submit to the jurisdiction of the courts of the State of Oregon and to file any litigation concerning this Agreement in Yamhill County Circuit Court, Yamhill County, Oregon.

5. **Severability.** If any part of this Agreement is adjudged void, that determination does not affect the validity or operation of any other part which, in itself, is valid if the remaining parts of the Agreement would then continue to conform with the requirements of applicable law and the intent of this Agreement as set forth herein.

Requestor has carefully reviewed each of the sections above, and fully understand the agreements contained therein. Requestor has had the opportunity to consider the agreements and ask questions. Requestor freely enters into this Agreement and engages in the Purpose upon these terms. Requestor understands that by signing this agreement, Requestor is releasing the City from any and all liability and legal responsibility for injury, damage, or death connected in any way with Requestor's Purpose or use of the Location

REQUESTOR

CITY OF MCMINNVILLE

By: _____

By: _____

Print Name: _____

Print Name: _____