

## BOARD OF PUBLIC WORKS AND SAFETY AGENDA REQUEST FORM

Organizations and individuals are asked to submit a request form and supporting documents to be placed on the agenda. You will be contacted by the City confirming the date of the meeting in which your request will be heard. Please make sure that your contact information is accurate in case we need to get in touch with you. The Board of Public Works and Safety meets on the **1<sup>st</sup> and 3<sup>rd</sup> Tuesday of each month at 3:00 PM** in the City Council Chambers located at 35 S. Broadway.

*If your request includes a street closure or use of City property, please fill out and attach to your request form a "Waiver and Release of Liability and Hold Harmless Agreement for the Use and Enjoyment of City Owned Property."*

Date Submitted:	Meeting Date:
<b>Contact Information:</b>	
Requested by:	On Behalf of:
Telephone:	Address:
Email Address:	Documentation attached: YES/NO

Describe Request:

In order for an individual and/or agency to be considered for new business on the Board of Public Works & Safety agenda, this reservation form and supporting documents must be received by the Clerk's Office **no later than noon on the Wednesday before the meeting.**

Office Use Only Below this line:

Meeting Date: \_\_\_\_\_ Contacted: \_\_\_\_\_

Action Taken: (a,c,pt) \_\_\_\_\_

**WAIVER AND RELEASE OF LIABILITY AND HOLD HARMLESS  
AGREEMENT FOR THE USE AND ENJOYMENT OF CITY OWNED  
PROPERTY**

This is **WAIVER AND RELEASE OF LIABILITY**, and **HOLD HARMLESS AGREEMENT**, is made by \_\_\_\_\_, (hereinafter referred to as "Participant") to the City of Peru, City of Peru Parks Department, City of Peru Board of Public Works and Safety, and the City of Peru Common Counsel. (Collectively hereinafter referred to as "City").

PARTICIPANT FULLY RECOGNIZE THAT THERE ARE DANGERS AND RISKS TO WHICH PARTICIPANT MAY BE EXPOSED TO BY OPERATING PRIVATE EQUIPMENT, DEVICES, ENTERTAINMENT EQUIPMENT, AND ETC..., SPECIFICALLY, A **ROAD CLOSURE**, ON CITY OWNED PROPERTY. THE FOLLOWING ARE A DESCRIPTION AND/OR EXAMPLES OF SIGNIFICANT DANGERS AND RISKS ASSOCIATED WITH THIS ACTIVITY:

INJURY TO ONESELF OR OTHERS, DAMAGE TO PARTICIPANT'S PROPERTY OR THAT OF OTHERS AND POTENTIALLY DEATH OF PARTICIPANT OR OTHERS. IN NO EVENT SHALL THE CITY BE LIABLE FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER ARISING IN TORT, CONTRACT OR ANY OTHER LEGAL THEORY, IN CONNECTION WITH OR ARISING OUT OF PARTICIPANT'S USE OF A PRIVATE EQUIPMENT, DEVICES, ENTERTAINMENT EQUIPMENT, AND ETC...., SPECIFICALLY, A **ROAD CLOSURE** OF CITY OWNED PROPERTY, WHETHER SAID PRIVATE EQUIPMENT, DEVICES, ENTERTAINMENT EQUIPMENT, AND ETC.

THE PARTICIPANT, THEIR AGENTS, HEIRS AND ASSIGNEES AS OF THE DATE BELOW, SHALL HEREINAFTER SAVE, HOLD HARMLESS AND INDEMNIFY THE CITY AGAINST ANY AND ALL LIABILITY, CLAIMS, CAUSES OF ACTION, AND COSTS OF WHATSOEVER KIND AND NATURE INCLUDING, WITHOUT BEING LIMITED TO INJURY, DAMAGE, LOSS INCLUDING DEATH, RESULTING FROM, ARISING OUT OF, OR OCCURRING IN CONNECTION WITH THE USE OF PRIVATE EQUIPMENT, DEVICES, ENTERTAINMENT EQUIPMENT, AND ETC...., SPECIFICALLY, RELATED TO A **ROAD CLOSURE** ON CITY OWNED PROPERTY.

THE PARTICIPANT, HEREBY, AGREES TO ASSUME ALL RISKS AND RESPONSIBILITIES IN ANY WAY ASSOCIATED WITH THIS ACTIVITY. IN CONSIDERATION OF AND IN RETURN FOR THE OPPORTUNITY TO OPERATE OR USE PRIVATE EQUIPMENT, DEVICES, ENTERTAINMENT EQUIPMENT, AND ETC...., SPECIFICALLY, RELATED TO THE **ROAD CLOSURE** OF CITY OWNED PROPERTY, PARTICIPANT HEREBY RELEASES THE CITY ITS OFFICERS, BOARDS, AGENTS, EMPLOYEES, GRANTEES, AND ASSIGNS FROM ANY AND ALL LIABILITY OR CLAIMS AND ACTIONS THAT MAY ARISE FROM INJURY OR HARM TO PARTICIPANT'S SELF OR OTHERS, WHICH IS CAUSE BY PARTICIPANT AND/OR OTHERS; INCLUDING DEATH, OR DAMAGE TO PARTICIPANT'S PROPERTY OR PROPERTY OF ANY OTHER IN CONNECTION WITH THIS ACTIVITY. PARTICIPANT UNDERSTANDS THAT THIS RELEASE COVERS LIABILITY, CLAIMS AND ACTIONS CAUSED ENTIRELY OR IN PART BY ANY ACTS OR FAILURES TO ACT ON MY PART, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, MISTAKE, OR FAILURE TO ENFORCE, SUPERVISE OR MAINTAIN.

PARTICIPANT AND ANY SUCCESSOR, HEIR OR ASSIGN, HEREBY AGREES TO INDEMNIFY, DEFEND, SAVE AND HOLD HARMLESS THE CITY, ITS OFFICERS, BOARDS, AGENTS, EMPLOYEES, GRANTEES, AND ASSIGNS, FROM AND AGAINST ALL CLAIMS, ACTIONS, LIABILITIES, DAMAGES, COSTS, EXPENSES, AND JUDGEMENTS, INCLUDING ATTORNEY'S FEES, WHICH RELATE TO, ARISE OUT OF, OR ARE IN ANY WAY ASSOCIATED WITH MY OPERATIONS OR USE OF PRIVATE EQUIPMENT, DEVICES, ENTERTAINMENT EQUIPMENT, AND ETC...., SPECIFICALLY, A **ROAD CLOSURE** OF CITY OWNED PROPERTY.

Participant understands that this WAIVER AND RELEASE OF LIABILITY means Participant is giving up, among other things, certain rights to sue the City, its Officers, Boards, Agents, Employees, Grantees, and Assigns for injuries (including death), damages, or losses Participant may incur or cause. I also understand that this Release binds my heirs, executors, administrators, and assigns, as well as myself.

**I HAVE READ THIS ENTIRE RELEASE, I FULLY UNDERSTAND IT,  
AND I AGREE TO BE LEGALLY BOUND BY IT.**

**AGREED AND ACCEPTED:**

DATED: \_\_\_\_\_

\_\_\_\_\_  
PARTICIPANT

DATED: \_\_\_\_\_

\_\_\_\_\_  
The Honorable M. Don Sturch  
Mayor, City of Peru