



## City of Pittsburgh Snow Angels Program

### Recipient Release, Waiver of Liability and Indemnification Agreement

In consideration of my/our being permitted to participate in the City of Pittsburgh Snow Angels Program (the "Program"), I/we, \_\_\_\_\_, on behalf of myself/ourselves and any of my /our personal representatives, heirs, and next of kin hereby **COVENANT NOT TO SUE** and to **HOLD HARMLESS, RELEASE, AND INDEMNIFY** the City of Pittsburgh, its officers, agents, or employees (hereinafter referred to as the "Releases") from any and all liability, claims, demands, actions and causes of action whatsoever, brought by any party against any party, arising out of my/our participation in the Program and whether caused by the negligence of the Releases or otherwise. **This RELEASE, WAIVER OF LIABILITY and INDEMNIFICATION AGREEMENT shall remain valid in perpetuity and shall include all possible claims of negligence or other causes of action that could be asserted against the Releasees by me/us.**

I/we warrant and represent that I/we are the owner(s) of the property described above and hereby authorize the snow removal volunteer work to be performed at my/our property during the Fall/Winter Season 2020-2021, having full authority to do so. I/we acknowledge that as owner(s) of the property I/we remain responsible for compliance with all State law and City ordinances including maintenance of the property's yard, sidewalks, structure exterior and interior, and that I/we are not relieved from said obligation by my/our participation in this Program. The City of Pittsburgh does not guarantee that the volunteer work contemplated by this Program will be performed or that it will be performed in a timely or satisfactory manner. I/we further understand that by offering this Program, the City of Pittsburgh is solely seeking to facilitate matching my/our request for volunteer assistance from the general public. I/we also acknowledge that Program Volunteers will not be employees of the City of Pittsburgh and/or acting as agents on behalf of the City.

I/we recognize that participation in the Program shall not include any interactions or communications between Program Volunteers and recipient owner(s) of private property except to the extent necessary to perform requested snow removals. I/we further recognize that no entry by Volunteers inside my/our residence(s) is permitted and that Volunteers will only enter upon the premises of my/our properties for the purpose of performing requested snow removals. I/we further understand that the undertaking of this activity may result in personal injury and/or damage to my/our property and agree that the City will not be responsible for any such personal injuries and/or property repairs resulting from my/our participation in this Program.

The UNDERSIGNED further expressly agrees that the foregoing RELEASE, WAIVER OF LIABILITY AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by the law of the Commonwealth of Pennsylvania and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agrees that no oral representations, statements, or inducements apart from the foregoing written agreement have been made.

Applicant's Signature:

By signing below, I/we are requesting the services of a Snow Angels Volunteer. I/we certify that: I/we are at least 60 years old or have a physical disability that prevents me/us from removing snow, I/we do not have available resources to assist with my/our snow removal, and that I/we live within the Pittsburgh City Limits. I/we are aware that Snow Angels recipients are matched with a Volunteer on an availability basis, and therefore, I/we are not guaranteed to be matched with a Program Volunteer.

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Signature of Property Owner 1

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Date

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Signature of Property Owner 2 (if applicable)

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Date