

Fax 24 hours before working on the work site to Michelle Kamplain at 476.0696.
Give original signed form to supervisor of the work site.

**BRADLEY COUNTY, TENNESSEE
WAIVER AND INDEMNIFICATION AGREEMENT**

The undersigned party, hereby acknowledges by signing his/her name below, that he/she is the duly authorized agent to bind _____ (organization/corporation). He/she further acknowledges that any and all of its officers employees, agents, volunteers or representatives in participating in _____ acknowledge and agree to the terms of this Agreement and:

1. Fully realize the risks or hazards associated or may be normally with the above referenced activity.
2. The individual(s) participating in said activity and the organization/corporation hereby release, waive, discharge and covenant not to sue Bradley County Government and any or all of their officers, directors, members, managers, partners, employees, agents and volunteers (collectively, "the parties released by this document") with regard to all claims, demands, actions, rights of action, or other legal rights to claim compensation for any loss or injury which sustained by any person or entity as a result of the individual or collective negligence or fault of the parties released by this document, or the condition of the premises, or any other cause whatsoever, whether loss or injury occurs while participating in the above referenced activity.
3. The individual(s) participating in said activity and the organization/corporation hereby assume full responsibility all of the risk of personal injury, death, and property damage whatsoever to any person or property, whether such negligence, fault, and/or condition of the premises is present at the signing of this agreement or takes place in the future.
4. The individual(s) participating in said activity and the organization/corporation hereby agree to indemnify and hold harmless the parties released by this document from any loss, liability, damage or costs, including court costs and attorney fees, that they may incur due to my participation in said activity, whether caused by negligence of the parties released by this document or otherwise, including, but not limited to, any civil rights claims brought by individuals under federal law.
5. The individual(s) participating in said activity and the organization/corporation hereby express his/her/its intent that this Waiver and Indemnification Agreement shall bind the members of any individual's family and spouse, heirs, assigns and personal representative and shall be deemed as a release, waiver, discharge and covenant not to sue the parties released by this document. The individual(s) participating in said activity and the organization/corporation hereby further agree that this Waiver and Indemnification Agreement shall be construed in accordance with the laws of the State of Tennessee.
6. The individual(s) participating in said activity and the organization/corporation hereby expressly agree that this waiver and release agreement is intended to be as broad and inclusive as permitted by the Laws of the State of Tennessee and of any other state wherein such activities may occur, and that if any portion hereof is held invalid, the remainder hereof shall continue in full force and effect.

I acknowledge and represent that I have read the foregoing Waiver and Indemnification Agreement, understand it and sign it voluntarily as my own free act and deed for myself and on the behalf

of the organization/corporation named herein below and any and all of the named organization/corporation's officers employees, agents, volunteers or representatives; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this release for full, adequate and complete consideration fully intending to be bound by same

_____ (Organization/Corporation)

Its: _____ (Signor's capacity)

Signature: _____ Date: _____

Address: _____ Zip _____ Phone: _____

Print name: _____