

WAIVER, RELEASE AND INDEMNITY AGREEMENT

For and in consideration of the **CITY OF YOUNGSVILLE, FEMA, GORDON'S DISPOSAL, L.L.C., and BERARD, HABETZ AND ASSOCIATES, INC.** performing debris removal/debris monitoring services for the undersigned Resident of the City Of Youngsville/Property Owner in the City of Youngsville, in connection with the massive storms, flooding, and damages resulting therefrom which began on Friday, August 12th, 2016, and continued thereafter, the Resident/Property Owner hereby voluntarily releases, discharges, waives and relinquishes any and all actions or causes of action for personal injury, property damage or wrongful death occurring to the Resident/Property Owner its employees, agents, invitees, heirs and assigns, arising as a result of the debris removal/debris monitoring services being performed by **CITY OF YOUNGSVILLE, FEMA, GORDON'S DISPOSAL, L.L.C., and BERARD, HABETZ AND ASSOCIATES, INC.** and any activities incidental thereto, wherever or however such activities associated with the debris removal/debris monitoring services may occur, and for whatever period the debris removal/debris monitoring services may continue. Further, the Resident/Property Owner does hereby release, waive, discharge and relinquish any action or causes of action which may hereafter arise for the Resident/Property Owner, and agrees that under no circumstances will it prosecute or present any claim for personal injury, property damage or wrongful death against the **CITY OF YOUNGSVILLE, FEMA, GORDON'S DISPOSAL, L.L.C., and BERARD, HABETZ AND ASSOCIATES, INC.**, or any of its elected officials, officers, agents or employees for any of said causes of action, whether the same shall arise by the negligence of the aforementioned said persons, or otherwise, as a result of the debris removal/debris monitoring services being performed by the **CITY OF YOUNGSVILLE, FEMA, GORDON'S DISPOSAL, L.L.C., and BERARD, HABETZ AND ASSOCIATES, INC.**

Except as otherwise provided in this agreement, it is the intention of the Resident/Property Owner and the **CITY OF YOUNGSVILLE, FEMA, GORDON'S DISPOSAL, L.L.C., and BERARD, HABETZ AND ASSOCIATES, INC.** that the releases contained in this agreement shall be effective as a bar to all unknown and unsuspected actions, causes of action, obligations, costs, expenses, attorneys' fees, damages, losses and claims that may arise relating to the debris removal/debris monitoring services performed by **CITY OF YOUNGSVILLE, FEMA, GORDON'S DISPOSAL, L.L.C., and BERARD, HABETZ AND ASSOCIATES, INC.** and the subject matter of this agreement. In furtherance of this intention, the Resident/Property Owner expressly waives any and all rights and benefits conferred upon it under Louisiana Law or Federal Law.

IT IS THE INTENTION OF THE RESIDENT/PROPERTY OWNER BY THIS AGREEMENT TO ASSUME ALL RISKS ATTENDANT WITH THE DEBRIS REMOVAL/DEBRIS MONITORING SERVICES BEING PERFORMED BY CITY OF YOUNGSVILLE, FEMA, GORDON'S DISPOSAL, L.L.C., AND BERARD, HABETZ AND ASSOCIATES, INC. PROGRAM AND TO EXEMPT AND RELIEVE THE CITY OF YOUNGSVILLE, FEMA, GORDON'S DISPOSAL, L.L.C., AND BERARD, HABETZ AND ASSOCIATES, INC. FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY ANY NEGLIGENT, INTENTIONAL, OR WRONGFUL ACTS OR OMISSIONS OF THE CITY OF YOUNGSVILLE, FEMA, GORDON'S DISPOSAL, L.L.C., AND BERARD, HABETZ AND ASSOCIATES, INC.

The Resident/Property Owner agrees that in the event any claim for personal injury, property damage or wrongful death shall be prosecuted against the **CITY OF YOUNGSVILLE, FEMA, GORDON'S DISPOSAL, L.L.C., and BERARD, HABETZ AND ASSOCIATES, INC.** arising as a result of the debris removal/debris monitoring services being performed by **CITY OF YOUNGSVILLE, FEMA, GORDON'S DISPOSAL, L.L.C., and BERARD, HABETZ AND ASSOCIATES, INC.**, the Resident/Property Owner shall defend, indemnify and hold harmless the **CITY OF YOUNGSVILLE, FEMA, GORDON'S DISPOSAL, L.L.C., and BERARD, HABETZ AND ASSOCIATES, INC.**, and its elected officials, officers, employees and agents, from and against any and all such claims or causes for action by whomever or wherever made or presented.

The undersigned represents and warrants to **CITY OF YOUNGSVILLE, FEMA, GORDON'S DISPOSAL, L.L.C., and BERARD, HABETZ AND ASSOCIATES, INC.** that he or she, as the owner, or the authorized representative, of the Resident/Property Owner, has full authority to execute this Agreement on behalf of the Resident/Property Owner and bind the Resident/Property Owner to this Agreement.

BY: _____
SIGNATURE

DATE: _____

PRINTED NAME

ADDRESS

Youngsville, LA 70592
CITY, STATE, ZIP