

JACKSON COUNTY WATER AND SEWERAGE AUTHORITY

VAULT ACCESS WAIVER AND RELEASE OF LIABILITY

In consideration for being allowed to enter a Jackson County Water and Sewerage Authority (“JCWSA”) underground vault (“JCWSA Vault”), the undersigned, its officers, employees, contractors, and agents:

1. Acknowledge, agree, and represent that I understand the nature of the activities that I intend to engage in at the JCWSA Vault and that the parties accessing the JCWSA Vault are in good health, in proper physical condition to engage in such activities, and willingly agree to comply with the stated and customary terms and conditions for participation in such activities. I further agree and warrant that if I believe conditions to be unsafe, I will immediately discontinue further use of the JCWSA Vault and notify the JCWSA immediately.
2. I agree to comply with all applicable confined space entry, local, state, and federal requirements, including (but not limited to) OSHA Standards for Confined Spaces (29 CFR 1910.146).
3. I agree to assume all risks and hazards of engaging in use of the JCWSA Vault, including all risks for personal injury, death, and property damage.
4. I hereby release, discharge, and covenant not to sue the JCWSA, its Board, its staff, managers, employees, contractors, administrators, board or authority members, agents, volunteers, sponsors, partners, or representatives (hereinafter referred to as “Releasees”) from all liability, claims, demands, losses, injuries, damage to property or other damages on my account caused or alleged to be caused in whole or in part by the negligence of the Releasees or otherwise; and I further agree that if, despite this Waiver and Release of Liability, assumption of the risk, and indemnity agreement I, or anyone on my behalf, makes a claim against any of the Releasees, I will indemnify, save, and hold harmless each of the Releasees from any litigation expenses, attorney’s fees, loss, liability, damages, and costs which they may incur as the result of such claim. However, nothing shall relieve Releasees from willful misconduct or gross negligence by them or persons for whom they may be legally liable.
5. I agree to maintain a minimum of \$1,000,000 in Liability Coverage insurance and will provide a current Certificate of Insurance showing such coverage on request of the JCWSA.
6. I agree to use only Georgia state certified (BPAT) testers and will provide a BPAT number of the tester to JCWSA.

7. For the purposes of this Agreement, "JCWSA Vault" shall refer to any vault owned by the JCWSA, no matter when or where located. This Agreement shall apply to the Undersigned's entry into any JCWSA Vault during the term of this Agreement. This Agreement shall remain in place until terminated in writing by either party on 30 days written notice to the other. The JCWSA reserves the right to require the Undersigned to sign additional Agreements to reflect modifications or updates to the terms contained herein.

By signing this Agreement I acknowledge that I have read this Agreement and fully understand the terms, understand that I have given up substantial rights by signing this Agreement and have signed the Agreement freely and without any inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law and agree if any portion of this Agreement is held to be invalid, the balance notwithstanding shall continue in full force and effect. I understand that I am not covered by any insurance policy held by the JCWSA for damage to property, injury or death. The undersigned certifies that he/she/it is the legal custodian and guardian of any minor children who are the subject of this Release and for whom you are executing this Release.

This Agreement shall be governed by the law of the State of Georgia.

This ____ day of _____, 20__.

By: _____

Name: _____

Title: _____

Address

Email _____ Phone _____