

**RELEASE AND WAIVER AGREEMENT
FOR PROJECTS ON JOSEPHINE COUNTY ROAD RIGHT-OF-WAYS
AND OTHER COUNTY PROPERTY**

This agreement is entered into this _____ day of _____, **2015**, between Josephine County, a Political Subdivision of the State of Oregon, acting by and through its Public Works Department, (hereinafter referred to as “County”) and _____, (hereinafter referred to as “Permittee”).

Permittee shall perform the following work on a County road right-of-way or other County property. Such work, event or project shall hereinafter be referred to as “**the project.**”

TYPE OF ACTIVITY

INSURANCE REQUIRED

- | | |
|---|-----------------------|
| (a) ___ Utility, Pipeline, Culvert, or Structure Installation | Yes – See Exhibit “A” |
| (b) ___ Driveway/Road Approach Installation | Yes – See Exhibit “A” |
| (c) <u>X</u> Vegetation Control or Management Work | No |
| (d) ___ Litter Clean-up | No |
| (e) ___ Other/paving | Case by Case Basis |

Road Name: _____, or

Location of County Property: All projects within County right-of-way as approved by County staff for a period of one year.

In consideration for the above stated use of a County Road Right of Way or other property, Permittee hereby acknowledges, accepts, and agrees to the following terms and conditions:

1. Insurance Coverage. Permittee shall provide insurance coverage in accordance with county requirements. Any such requirements shall be attached hereto as Exhibit “A”, and are attached hereto by this reference.

2. Indemnification. Permittee agrees to protect, defend, indemnify, and hold Josephine County and its officers, employees, and agents free and harmless from, and against any and all, losses, penalties, damages, settlements, costs, charges, professional fees, or other expenses or liabilities of every kind and character arising out of, or relating to, any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly, out of the installation, maintenance, or repair of the Project.

Without limiting the generality of the foregoing, any and all such claims relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or any actual or alleged violations of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. Permittee further agrees to investigate, handle, respond to, provide defense for, and defend any such claims at Permittee’s sole expense and agrees to bear all other costs and expenses related thereto.

3. Waiver. Permittee hereby waives, releases, acquits, and forever discharges County, its officers, agents, employees and assigns, from any and all claims, damages and causes of action of whatsoever nature, whether in contract or tort, common law or statute, which have accrued or may ever accrue as a result of Permittee’s use of County property as described herein.

4. Liability for Injury or Damage. County shall not be responsible or liable for any injury to person or damage to property occurring while Permittee is operating on County road right-of-way or County property.

Permittee shall be held responsible and liable for any and all injury or damage to, or destruction of, any road, appurtenant structure or County property, and hereby agrees to reimburse County for the cost or expense of repairing or restoring any road, appurtenant structure or County property so injured, damaged or destroyed; such reimbursement shall be made by Permittee within thirty (30) days of being billed for the cost incurred by County. When required by the Public Works Manager, Permittee shall furnish a certified check or a surety bond, in the amount specified by the Public Works Manager, to guarantee completion of Permittee’s Project and payment of any claims for damages resulting therefrom.

County assumes no responsibility or liability for any damage that may be caused to Permittee's Project, due to subsequent routine road maintenance or road improvements.

5. Project Initiation and Acknowledgement of Risk. County has not in any way solicited, induced, or requested Permittee, or any organization of which Permittee is a member, to perform Permittee's Project. Permittee is aware that there is a significant risk in performing the Project, has considered that risk, and has decided to proceed with the Project despite that risk. Permittee agrees that the Project shall be performed at Permittee's own risk.

6. Signing and Traffic Control. Signing and traffic control for the Project shall follow requirements in the Federal Highway Administration Manual on Uniform Traffic Control Devices. Permittee shall be responsible for clean up of any debris and repair of any damage within the County right-of-way or on County property, as a result of Permittee's operations. Upon conclusion of Permittee's Project, all areas within the County road right-of-way or County property shall immediately be restored to the same or better condition as that which existed prior to Permittee's Project.

7. Minors Working on the Project. Any minors working on the Project shall be given all protections accorded to minors by rules of the Oregon Bureau of Labor and Industries. Minors shall be supervised by a parent or legal guardian at all times while on the Project site. Participation by, or presence at the Project site of, individuals under 16 years of age is not permitted.

8. Revocation. Permission to perform any work for the Project may be revoked at any time when, in the judgement of the Josephine County Public Works Director or his authorized representative, Permittee has made misrepresentations about the Project, or the Permittee is in violation of any of the provisions of this Release and Waiver Agreement. Permittee shall not undertake any work for the Project, or similar projects without the express, specific, written approval of County.

9. Savings Clause. In any case in which any provision, or part, of Release and Waiver Agreement would violate any law, the remainder of the provisions, and parts hereof, shall remain in full force and effect.

Signature of Permittee

Street Address

City, State, Zip Code

Telephone Number

Date