



**City of Oakbrook Terrace
Snow Plowing**

WAIVER OF LIABILITY

WHEREAS, the undersigned person occupies a residence and holds a property interest in certain property located at _____ in the City of Oakbrook Terrace, Illinois (the “Property”)

WHEREAS, the Public Services Department of the City of Oakbrook Terrace (the “City”) annually offers to perform snow plowing services to clear driveways, for an annual fee, at the residences of persons with a documented medical disability or handicapped status, as a benefit to the public (the “Program”); and

WHEREAS, the undersigned person has provided documentation of his/her disability and/or handicapped status to the City,

NOW, THEREFORE, in consideration of the City’s performance of snow plowing services to clear the driveway on the Property, and in order to induce the City to perform such services, the undersigned agrees to indemnify, defend, hold harmless and release the City, its officers, agents and employees, from and against any and all loss, liability, personal injury, property damage, claims, costs and expenses, including attorneys’ fees, which may be incurred directly or indirectly as a result of the Program and the snow plowing services provided by the City thereunder, and hereby covenants and agrees not to sue the City, any member of its Public Services Department, or any other City officers, agents or employees for any such injury, loss or damage which may be suffered by the undersigned by reason of any negligence of the City, any member of its Public Services Department or other officers, agents or employees of the City.

Nothing herein contained shall confer any rights on the undersigned or any third party or on the heirs or personal representatives of the undersigned.

The City reserves the right to manage, revise or terminate the Program at any time and for any reason that it deems sufficient.

This waiver shall be binding on and inure to the benefit of the heirs, executors, administrators, successors and assigns of the respective parties hereto.

Signature Printed Name Date

SUBSCRIBED AND SWORN TO BEFORE ME THIS ___ DAY OF _____,
20__.

Notrary Public