CITY OF TITUSVILLE
WAIVER OF LIABILITY, HOLD HARMLESS AGREEMENT and RELEASE

PAVEMENT IN EASEMENT / PERMIT # _____

The undersigned,_____ , its agents, administrators, heirs, executors, successors and assigns, agrees, to the extent permissible by law, and in consideration of the following action by the City of Titusville, Florida, do hereby REMISE, RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE the City of Titusville, their officers, officials, servants, agents, employees, and successors ("The City" or "RELEASEES") from any and all liability, claims, loss, fines, demands, suits, damages, judgments, executions, actions, property damage, causes of actions, expenses or costs, in law and in equity, including court costs and attorney's fees, which any successors and assigns now have or claim to have or may later have or may later have or claim to have arising out of or related to any loss, damage, or injury, including death, that may be sustained, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES, or otherwise, arising from or incidental to **the construction of a permitted pavement within an easement dedicated to the public, located at:**

_____.

The undersigned, as the owner(s) of the property relating to the above-referenced address, am/are signing this letter as an inducement to cause the City of Titusville to issue a pavement permit for my benefit. I/we represent to the City of Titusville that I/we have the authority and power to execute this letter as owner(s) of the subject property and acknowledge hereby the following conditions that this permit is issued upon:

- That the pavement to be constructed is located entirely on the parcel of land described on the permit application.
- That the pavement to be constructed is or may be located within drainage or utility easement dedicated to the public.
- That I/we will allow unlimited access to the easement area by City of Titusville employees in order that the purposes of the easement may be fully effectuated.
- That, I/we will not impede or obstruct the City of Titusville who have rights to the easement area from fully exercising their easement rights.
- That the City of Titusville may at any time remove the pavement constructed under this permit application **without notice** and that the City shall have no liability to Owner for any damage to the pavement in the easement. Owner shall be solely responsible for any costs incurred in repairing or replacing the pavement. Owner understands that the City of Titusville reserves the right to limit or to totally withdraw this permission to place a pavement within a dedicated easement if such pavement is impairing drainage, or interfering with the City's use of the easement, or for any other appropriate reason. If this permission is withdrawn, Owner will be responsible for finding an alternative location for the pavement.

The undersigned further hereby AGREES TO INDEMNIFY AND HOLD HARMLESS THE RELEASEES from any loss, liability, damage or costs, including court costs and attorney's fees, that may incur, WHETHER CAUSED BY NEGLIGENCE OF RELEASEES or otherwise.

It is the undersigned's express intent, to the extent permissible by law, that this Release and Hold Harmless Agreement shall be deemed as a RELEASE, WAIVER, DISCHARGE, AND COVENANT NOT TO SUE the above named RELEASEES. The undersigned hereby further agrees that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of Florida.

IN SIGNING THIS RELEASE, THE UNDERSIGNED ACKNOWLEDGES AND REPRESENTS THAT IT has read the foregoing Indemnification and Hold Harmless Agreement, understands it and signs it voluntarily of its own free act and deed; no oral representations, statements or inducements, apart from the foregoing written agreement, have been made. The undersigned is authorized to sign this Release and is signed for full, adequate and complete consideration fully intending to be bound by same.

IN WITNESS WHEREOF, I have hereunto set my hand on this _____ day of_____, 20_____

_____   _____

Printed Name: _____   Printed Name: _____