



## RELEASE AND WAIVER OF LIABILITY AGREEMENT

With Indemnity Provision

PLEASE READ CAREFULLY!

With your signature below, you agree to the terms of this ANNUAL agreement. While on the parcel of land, your courtesy and respect for the land and our neighbors, Vista Towing is expected. MLIRD reserves the right to revoke this agreement at any time. Without this MLIRD approved & signed agreement in place, dirt haulers are not welcome on the property. Vista Towing has granted access from Broadway Ave during frozen winter months. However, in warmer weather, to protect their road, access for authorized haulers will be granted from the rear of the stockpile via a rear access path. If you are not sure where this is, inquire within MLIRD. **Vista Towing access is only for frozen winter conditions!**

This Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement (the "Agreement") is entered into this date: \_\_\_\_\_, by and between \_\_\_\_\_ (the "Dirt Hauler"), and the Moses Lake Irrigation and Rehabilitation District (MLIRD).

The Dirt Hauler understands that MLIRD has in its possession dirt, soil, and other materials (all referred to herein as "dirt") created by MLIRD's activities including, but not limited to, dredging from Moses Lake, and has a program to dispose of said materials by giving persons permission to load, haul and use said dirt at their own risk (the "program").

In consideration of MLIRD's permission to take the dirt pursuant to the Program, the Dirt Hauler hereby freely, voluntarily, and without duress agrees as follows:

1. Loading And Transport. Dirt Hauler shall load, transport, unload, and use the dirt using the highest standard of care for safety. The Dirt Hauler shall ensure that the dirt is covered such that no portion of the dirt is lost during transport. Should any dirt be spilled or drift during transport, Dirt Hauler agrees to immediately take all necessary steps to clean up said dirt.

2. Dirt Accepted "As Is" Without Warranty Or Representation. Dirt Hauler accepts the dirt "as is" without warranty, promise or representation as to its composition, quality, or lack of contamination. Dirt Hauler hereby expressly assumes all risks, known and unknown, from the loading, transport, unloading and use of the dirt.

3. Release and Waiver. In consideration for participation in the Program, the "Dirt Hauler" does hereby release, waive, discharge, and covenant not to sue MLIRD and its directors, officers, employees, representatives, agents, attorneys, and insurers (the "Released Parties") lessors, licensors, and landowners from any and all liability, claims, demands, actions, and causes of action whatsoever, which arise or may hereafter arise from the "Dirt Hauler's" participation in the Program.

The "Dirt Hauler" understands that this Agreement discharges the Released Parties from any liability or claim that the "Dirt Hauler" may have against MLIRD with respect to any bodily injury, personal injury, illness, death, or property damage that may result from the "Dirt Hauler's" participation in the Program, **INCLUDING BUT NOT LIMITED TO DAMAGES CAUSED IN WHOLE OR IN PART BY THE RELEASED PARTIES.** This release is intended to be as broad and enforceable as permitted by law.

4. Indemnification and Hold Harmless. The "Dirt Hauler" further hereby agrees to indemnify and the Released Parties MLIRD from any claims, loss, liability, damage or costs, including attorneys' fees at any trial, mediation, arbitration and/or appeal, that MLIRD may incur that arise out of or is related to this agreement, including but not limited to Dirt Hauler's loading, transport, unloading, and use of the dirt.

5. Revocable License To Haul Dirt; Conditions; Continuing Obligations of Dirt Hauler. "Dirt Hauler" agrees that MLIRD's permission to take the dirt is a license revocable at will for any reason or no reason at any time, and no contract right or property interest is granted. MLIRD reserves the right to establish conditions on the Dirt Hauler's activities, including but not limited to times at which the dirt may be removed and dates by which the removal must be started and be completed. The revocation of permission to haul dirt does not terminate the obligations, duties, and liabilities of "Dirt Hauler" established by this Agreement.

6. Severability. Should any term or provision of this Agreement, or any part thereof, be held unenforceable for any reason, such unenforceable term or provision, or part thereof, shall not affect the remainder of this contract, it being agreed the provisions hereof are severable.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

**Hauler Signature:** \_\_\_\_\_

**Hauler Name Printed:** \_\_\_\_\_

**Hauler Contact Cell#:** \_\_\_\_\_

**Hauler Contact Email:** \_\_\_\_\_

Witness Signature: \_\_\_\_\_

Witness Name Printed: \_\_\_\_\_

Date/Time: \_\_\_\_\_