WARD 4 RESIDENTIAL AND BUSINESS STORM DAMAGE GRANT
APPLICANT WAIVER/HOLD HARMLESS AGREEMENT

I, _____, certify that I am the owner of the Property located at _____ ("Subject Property") and am an adult of at least 18 years of age with the requisite skills, qualifications, physical and mental ability necessary to properly understand and agree to the terms contained herein.

I, on behalf of myself, my family, estate, heirs or assigns, release, exempt and hereby hold harmless the City of Aurora, or any of its agents, officers, servants, employees, and any other representatives (hereinafter referred to as "Released Parties") from any liability from any type of claim, action, demand, regardless of the nature of the action, liability, damages, costs, expenses, on account of any injury to the person or property, relating, in any way, to any and all work performed at the Subject Property pursuant to the Ward 4 Residential And Business Storm Damage Grant, including, but without limitation, claims of ordinary negligence, property damage, personal injury, warranty, product liability, premise liability, and/or loss of life.

I further understand and agree that nothing in this Waiver/Hold Harmless Agreement is intended to affect any legal rights that I may have, as the owner of the Subject Property, against the Contractor performing work at the Subject Property pursuant to the Ward 4 Residential And Business Storm Damage Grant. Nor does this Agreement in any way affect the Contractor's legal rights in any action or claims that may be filed by me, as the owner of the Subject Property, in relation to any work performed by the Contractor at the Subject Property pursuant to the Second Ward Fence Improvement Grant.

I, hereby certify, that I have read this Waiver/Hold Harmless, in its entirety, and fully understand its terms, understand that I have given up my legal rights by signing it and have freely and voluntarily signed it without any inducement, coercion or guarantees being made to me and intend my signature to be a complete and unconditional release of any liability to the greatest extent allowed by law.

_____ Date: _____
Property Owner (Signature)

Subscribed and sworn to before me

this ____ day of _____, 20__.

_____ Notary Public