



**PUBLIC WORKS AND
ENGINEERING DEPARTMENT**

1420 Miner Street
Des Plaines, IL 60016
P: 847.391.5464
desplaines.org

WAIVER AND RELEASE OF ALL CLAIMS FOR DELIVERY OF WOOD CHIPS

I, _____ ("Owner") own the property located at
(Print Name)
_____ ("Property") within the City of Des Plaines ("City").
(Print Address)

I have requested that the City Department of Public Works and Engineering deliver ____ cubic yards of wood chips to me at the Property, at no cost and expense to me.

I have read this form carefully, and am aware that by signing this form and accepting delivery of the wood chips at the Property, I am WAIVING and RELEASING all claims arising out of such acceptance. In consideration of the City delivering the wood chips to me at the Property at no cost and expense to me, I hereby agree as follows:

Acknowledgement and Assumption of Risk of Injury and Loss

I represent that I have the legal authority, and the necessary abilities, skills and knowledge, to accept delivery of the wood chips at the Property. I acknowledge that after delivery of the wood chips by the City, I am solely responsible for storing, spreading, moving, and using the wood chips on the Property. I recognize and acknowledge that the delivery of wood chips at the Property involves risks of bodily injury, death, and property loss. I hereby agree to, and do, assume the full risk of any injuries, including death, and of any property loss, and of all expenses, costs, damages and losses that I may sustain as a result of accepting delivery of the wood chips at the Property.

Waiver of and Release of Claims

I hereby agree to, and do, waive, release and relinquish all claims, demands, rights of action, damages, liabilities and controversies of every kind, known and unknown, present and future, that I may have against the City and its officers, agents, servants, employees, insurers, related or affiliated individuals or entities, successors and assigns arising out of, connected with, or in any way related to my acceptance of the wood chips at the Property.

Indemnity & Defense

I hereby further agree to indemnify and hold harmless and defend the City and its officers, agents, servants, employees, insurers, related or affiliated individuals or entities, successors and assigns from any and all claims, lawsuits, demands, damages, liabilities, losses and expenses, including attorneys' fees and administrative expenses, of every kind, known and unknown, present and future, arising out of, connected with, or in any way related to my acceptance of the wood chips at the Property.

I have read and fully understand the above WAIVER AND RELEASE OF ALL CLAIMS and execute it of my own free will and without any reservation whatsoever.

Signature Date Daytime Phone Number

Specify wood chip delivery information