

NORTH CAROLINA)
)
FORSYTH COUNTY)

WAIVER FOR CORPORATIONS, LIMITED LIABILITY COMPANIES, AND PARTNERSHIPS

THIS WAIVER, entered into this ____ day of _____, 2021, by

_____ (the "Customer"), with offices at _____.

- I. Scope of Waiver.** The Customer seeks the City of Winston-Salem’s assistance to extricate a vehicle operated by the Customer (the “Extrication”), which has become stuck in mud or other substance on City property at the Hanes Mill Road Landfill, located at 325 W. Hanes Mill Rd, Winston-Salem, N.C. (the “Property”).
- II. Waiver of Liability.** The Customer is aware of the risks involved in the Extrication and understands that it may lead to property damage, including damage to the Customer’s vehicle or other personal property, serious bodily harm, or even death. Moreover, the City of Winston-Salem, Forsyth County, and the City/County Utility Commission of the City of Winston-Salem and Forsyth County (hereinafter, collectively, the “City Parties”), hereby, state, and the Customer, hereby, acknowledges, that the City Parties may not be aware of any or all hazardous conditions existing on the Property, and that the City Parties do not make any warranty or representation, of any kind, as to conditions existing on the Property. The Customer understands that it requests the City of Winston-Salem’s assistance in performing the Extrication at the Customer’s own risk. The Customer, hereby, accepts and assumes all risk and responsibility arising out of the Extrication and, hereby, agrees to unconditionally release, indemnify, defend, and hold harmless the City Parties and all their officers, officials, employees, and agents from any and all claims, liabilities, losses, expenses, costs, demands, damages, actions, suits, and causes of action, of any kind or character, whatsoever (including, without limitation, attorneys’ fees and the costs of litigation), that may arise, in any manner, by reason of death, injury, or damage to any person or property as a result of the Extrication, even if caused by the negligence or recklessness of the City Parties, or as a result of conditions or defects on the Property. The Customer, furthermore, agrees not to make a claim or sue for injuries or damages relating to any matter released, herein.
- III. Applicable Rules.** The Customer understands that, during its entry onto the Property, the Customer is subject to the rules and regulations of the City of Winston-Salem and the City/County Utility Commission of the City of Winston-Salem and Forsyth County.
- IV. Successors and Assigns.** The Customer understands and agrees that the Customer's successors, assigns, and collectors are, hereby, bound to the terms of this Waiver.
- V. Voluntary Signature.** Customer represents and agrees that Customer has carefully read this Waiver, understood its contents, and voluntarily signs the same.
- VI. Amendment or Modification.** This Waiver cannot be amended or modified.

IN WITNESS, WHEREOF, the Customer has caused this Waiver to be executed by its duly authorized representatives and signed under seal on the day and the year first above written.

[THE WAIVER MUST BE SIGNED AND ATTESTED IN THE MANNER INDICATED IN THE ATTACHED SIGNING INSTRUCTIONS, AND E-MAILED OR FAXED TO THE CITY.]

CUSTOMER:

Signature

Print Name and Title

ATTESTED BY:

Signature (SEAL)

Print Name and Title

INSTRUCTIONS FOR CORPORATIONS, LIMITED LIABILITY COMPANIES, AND PARTNERSHIPS
SIGNING CITY OF WINSTON-SALEM WAIVERS

- (1) If the Customer is a **corporation**, the Waiver should be signed by the president or a vice president and attested by the corporate secretary, with the corporate seal affixed. If an official other than the president or vice president signs, that official should attach valid legal documentation showing his/her authority to execute the Waiver and bind the corporation. If the corporation does not have a seal, the signatory should complete the following paragraph:

I, _____(Sign and Print Name) certify that I am the
_____ (Print Position Title) for the Customer and that I am authorized to
execute this Waiver on behalf of the Customer, which entity does not have a corporate seal; however, for purposes
of the statute of limitations (NCGS § 1-47), both parties will treat this Waiver as if a corporate seal has been affixed
hereto.

- (2) If the Customer is a **limited liability company (LLC)**, the signatory should provide a copy of the LLC's articles of organization and the relevant excerpt from the LLC's operating agreement or other documentation that indicates that the signatory is authorized to bind the LLC. The signatory's signature should be attested by the LLC secretary or, if there is none, another manager or member of the LLC.
- (3) If the Customer is a **partnership**, all partners in the partnership should sign the Waiver, unless one partner is legally authorized and designated to do so. The partner should attach valid legal documentation showing the authorization/designation. The partner's signature must be notarized.