

NORTH CAROLINA)
)
FORSYTH COUNTY)

WAIVER FOR INDIVIDUAL

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

_____ (the “Customer”), who resides
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 West 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 s/he requests the City of Winston-Salem’s assistance in performing the Extrication at his/her 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 his/her entry onto the Property, s/he 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. Heirs, Collectors, and Representatives.** The Customer understands and agrees that the Customer's heirs, executors, administrators, collectors, and personal and legal representatives 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 executed this Waiver on the day and the year first above written.

[Customer must present valid photo I.D. to City of Winston-Salem landfill employee who serves as witness. Customer must sign the waiver as indicated in the attached signing instructions.]

WITNESS:

Sign Witness’s Name

Print Witness’s Name and Title

CUSTOMER:

Sign Customer’s Name (SEAL)

Print Customer’s Name

INSTRUCTIONS FOR INDIVIDUALS SIGNING CITY OF WINSTON-SALEM WAIVERS

If the Customer is an **individual**, that individual should sign the Agreement exactly as his/her name is printed in the Waiver. If the Customer is an individually-owned business, the Agreement should be signed by the individual owner, and not the named business. If the Customer is an individual doing business under a fictitious name, the Customer should provide a copy of the “DBA” certificate filed with the Forsyth County Register of Deeds.