

WAIVER OF LIABILITY – PROPERTY/BUILDING OWNER

In consideration of participation in the City of Salem's and the Essex County Sheriff's Department Graffiti Buster Program, I acknowledge and understand that I do so at my own risk and I voluntarily enter into this Waiver of Liability. I understand that my participation creates no contractual agreement with the City of Salem and the Essex County Sheriff's Department beyond this Waiver of Liability.

I hereby release the City and the Essex County Sheriff's Department, its officers, employees, agents and servants from any liability for any action or inaction by the graffiti removal that may result in any property or building damage, and I will indemnify and save harmless the City and the Essex County Sheriff's Department, its officers, employees, agents and servants from any liability resulting from any legal action I institute or any legal action taken against me, for any personal injury or property damage resulting from the removal of graffiti or failure to remove graffiti by a participant in this program. It is further understood and agreed that this is a complete Waiver of Liability, that there are no other written or oral understandings or agreements, directly or indirectly, connected with this Waiver of Liability, and that this Waiver of Liability contains the entire agreement between the undersigned and the City of Salem. This Waiver of Liability shall be construed that whenever applicable, the use of a singular number shall include the plural number and the use of the plural number shall include the singular number and shall be binding upon and inure to the benefit of the successors, assigns, representatives and legal representatives of the undersigned and the City of Salem and the Essex County Sheriff's Department.

I HEREBY DECLARE THAT I HAVE HAD THE OPPORTUNITY TO DISCUSS THIS WAIVER OF LIABILITY WITH AN ATTORNEY, AND I UNDERSTAND, ACCEPT, APPROVE AND ADOPT ALL OF THE TERMS OF THIS WAIVER OF LIABILITY.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the undersigned has set his hand and seal as of this __ day of _____ 2006.

PROPERTY/BUILDING OWNER'S SIGNATURE

PRINTED NAME

PROPERTY ADDRESS

TELEPHONE NUMBER