

Waiver and Release from Liability

I, _____ (Landlord Participant), and I, _____ (Tenant Participant), in consideration for my participation in the Rain Barrel Program, hereby agree for and on behalf of myself, my personal representatives, employer, executors, administrators, heirs, and assigns, to release, waive, and forever discharge the City of Philadelphia, its employees, officers, agents, contractors, and representatives, and any partners or sponsors of the Rain Barrel Program, from any and all claims for damages for any and all types of economic loss or injury to person or property, including crippling or catastrophic injury or death, however, wherever, or whenever it may occur, as a result of my participation in the Rain Barrel Program.

I am aware of the potential risks and hazards inherent in owning and maintaining a rain barrel. I am participating in the Rain Barrel Program voluntarily, knowing that the barrel may pose tripping, falling, drowning, and other hazards.

I voluntarily assume all risks of loss, damage, or injury, including death, that may be sustained while participating in the Rain Barrel Program, whether such loss, damage, or injury is due to the act, omission, or negligence of the City, its employees, officers, agents, contractors, or representatives, or any partners or sponsors of the Rain Barrel Program, or otherwise.

I further acknowledge and agree to indemnify, defend, and hold harmless the City, its employees, officers, agents, contractors, and representatives, and any partners or sponsors of the Rain Barrel Program, against any claims, acts, or proceedings based upon or related to my participation in the Rain Barrel Program.

I have read this release and waiver and fully understand its terms, and sign it voluntarily.

Landlord Participant Name (print)

Date

Landlord Participant Signature

Tenant Participant Name (print)

Date

Tenant Participant Signature

Street Address

Zip Code