

Document Prepared By:

RELEASE AND INDEMNIFICATION AGREEMENT

This Release and Indemnification Agreement, dated _____, 2020, is given

BY the _____ and

_____ (hereafter, "Releasors")

TO the Releasees, COUNTY OF BURLINGTON, BURLINGTON COUNTY BOARD OF CHOSEN FREEHOLDERS, their agents, servants and/or employees with offices located at 49 Rancocas Road, P.O. Box 6000, Mount Holly, New Jersey 08060 (hereafter "Board" or "Releasee");

WITNESSETH:

As a specific term and condition of Releasee allowing Releasor " _____ " the Burlington County right-of-way for operation of the _____ on _____ on the date of _____ per Releasor's request of _____ (a copy of which is attached); Releasor acknowledges and recognizes that execution of a "Release and Indemnification Agreement" shall be required.

This "Release and Indemnification Agreement" specifically only grants authorization to utilize the County right-of-way located as referenced in _____ Township, New Jersey.

1. **Release.** Releasors gives up any and all claims and rights, title and interest which Releasors may or will have against Releasees. This releases all claims, including those of which Releasors is not aware and those not mentioned in this Release, as well as all future claims. The Release pertains to any activity on _____ (or rescheduled date) dealing with the _____.

2. **Insurance.** Releasors shall secure and maintain the following insurance coverage:

Commercial General Liability including Products/Completed Operations of not less than \$1,000,000.00 for each occurrence and \$2,000,000.00 annual aggregate.

Releasors agree to provide the County of Burlington with a Certificate of Insurance which names the Burlington County Board of Chosen Freeholders as an additional insured under General Liability. A Certificate of Insurance shall be issued to:

Burlington County Board of Chosen Freeholders
49 Rancocas Road, P.O. Box 6000
Mount Holly, NJ 08060
Attn: Insurance and Risk Management Division

3. Indemnification. Releasors agree to defend, indemnify and hold harmless the Releasee, their officers, employees, agents and assigns against all injuries, losses, suits, liabilities, judgments, costs, and expenses, including attorneys' fees, which may accrue as a result of any loss or injury, including death, suffered as a result of any condition or action occurring within the existing Road Right of Way and parking facilities on which any property, building, structure, appurtenance or fixture of Releasors as a result of Releasor's intentional, reckless, and negligent acts arising out of the operation described in this agreement. Releasors also agrees to defend, indemnify and hold harmless the Releasees, their officers, employees, agents and assigns against all injuries, losses, suits, liabilities, judgments, costs, and expenses, including attorneys' fees, which may accrue as a result of persons alleging the Releasees, their officers, employees, agents and assigns were negligent in providing this authorization to the Releasors.

Releasees agree to defend, indemnify and hold harmless the Releasor, their officers, employees, agents and assigns against all injuries, losses, suits, liabilities, judgments, costs, and expenses, including attorneys' fees, which may accrue as a result of any loss or injury, including death, suffered as a result of any condition or action occurring within the existing Road Right of Way and parking facilities on any property, building, structure, appurtenance or fixture of Releasees as a result of Releasee's intentional, reckless, and negligent acts.

4. Who is Bound. Releasors are bound by this Release and Indemnification Agreement. Anyone who succeeds to Releasors' rights and responsibilities is also bound. This Release and Indemnification Agreement and the obligations undertaken herein cannot be assigned except to Releasors' successor in interest. Such successor of Releasors shall be bound to these obligation as set forth herein and it shall be Releasors's obligation to properly notify such successor. This Release and Indemnification Agreement is made for Releasees' benefit and all who succeed to their rights and responsibilities such as their heirs or successors in interest. This document shall continue in perpetuity for the benefit of Releasor and may only be released by mutual agreement of the parties which agreement shall be evidenced in writing.

5. In the Event of Breach. In the event the Releasors breaches this Agreement, or otherwise seeks to bring a claim that is waived and released herein, Releasees shall first provide notice of such breach to Releasor. Such notice will be provided by regular

mail and certified mail R.R.R. Releasor shall cure such breach on or before thirty (30) calendar days of transmission of notice of such breach by Releasee.

Should Releasors not cure said breach of this Agreement within the specific thirty (30) calendar day period, Releasee shall be entitled to use "self-help" to cure said breach should Releasee desire in addition to obtaining all other relief provided by law or equity in addition to Releasees' attorneys' fees and costs.

Releasee shall also be entitled to obtain "forced placed" insurance and recover the costs of such coverage, if necessary, from Releasors in the appropriate legal forum.

6. **Partial Invalidity.** If any section of this Agreement should be held invalid by operation of law or by a tribunal of competent jurisdiction, or if compliance with or enforcement of any section is restrained by such tribunal, the application of any and all other sections, other than those which have been held invalid, shall not be affected.

7. **Miscellaneous.** All executed copies of this Agreement, and photocopies thereof, shall have the same force and effect and shall be as legally binding and enforceable as the original.

8. **Entire Agreement; Amendments.** This Release and Indemnification Agreement sets forth the entire and final agreement between and among the parties. This Release and Indemnification Agreement supersedes all prior or contemporaneous agreements, offers, demands, negotiations, representations, discussions or communications, whether oral or written, with respect to any subject matter of this agreement. No representations, warranties or promises have been made by or to any party to this agreement with respect to the subject matter of the agreement other than as expressly set forth herein. In deciding whether to enter into this agreement, Releasors is not relying on any promises, statements or representations other than those that are expressly set forth herein. This Agreement shall not be modified or amended except by a further written agreement signed by the parties.

This Release shall be construed as having been entered into and made in the State of New Jersey and shall be governed by and construed in accordance with the laws of the State of New Jersey.

9. **Term.** This Release and Indemnification shall apply to the time frame which Releasor has requested.

10. **Attorney Review.** Releasors have had the opportunity to review this with an attorney. If Releasors did not consult with an attorney before signing this form, Releasors knows that it is still bound by the statements and conditions in this form.

11. **Authorization.** Releasors acknowledge that they are authorized by Resolution or other authorization, to execute this document. A copy of such authorization is attached hereto and made a part of this document by reference.

12. Signature. RELEASOR, BY SIGNING THIS AGREEMENT, UNDERSTANDS AND INTENDS THAT IT HAS WAIVED ALL CLAIMS AGAINST THE RELEASEES AND THEIR OFFICERS, DIRECTORS, EMPLOYEES AND OTHER AGENTS, INCLUDING ALL CLAIMS FOR PERSONAL INJURY, PROPERTY DAMAGE, DEATH OR PAYMENT OF ATTORNEYS' FEES AND COSTS, ARISING OUT OF THE ACTIVITIES DESCRIBED IN THIS AGREEMENT AND DUE TO THE INTENTIONAL, RECKLESS OR NEGLIGENT ACTS OF THE RELEASOR AND CERTIFIES THAT RELEASOR ENTERS INTO THIS AGREEMENT KNOWINGLY, VOLUNTARILY AND AFTER HAVING CONSULTED WITH AND HAVING THE OPPORTUNITY TO CONSULT WITH RELEASORS'S ATTORNEY AND REVIEW THIS DOCUMENT IN ITS ENTIRETY.

RELEASEE

RELEASOR:

BURLINGTON COUNTY BOARD
OF CHOSEN FREEHOLDERS

_____ Township

BY: _____
Eve A. Cullinan
County Administrator

BY: _____

WITNESS: _____

WITNESS: _____

ENTITY

BY: _____

WITNESS: _____

(STATE OF NEW JERSEY)
(COUNTY OF BURLINGTON)

SS.:

I certify that on _____, Eve A. Cullinan, personally came before me and acknowledged under oath, to my satisfaction, that:

(a) she is the County Administrator, the proper corporate officer of the Corporation named in this Release and Indemnification Agreement;

(b) Stacy Byard, the Deputy Clerk of the Board, is the attesting witness to the signing of the Release and Indemnification Agreement by Eve A. Cullinan, the County Administrator of the Corporation;

(c) this Release and Indemnification Agreement was signed by the Corporation as its voluntary act;

(d) the proper seal of the Corporation is affixed to this Release and Indemnification Agreement;

(e) this proof is signed to attest to the truth of these facts; and

STACY BYARD
Deputy Clerk of the Board

Sworn and Subscribed to

before me this _____ day

of _____, 2020.

(STATE OF NEW JERSEY)

SS.:

(COUNTY OF BURLINGTON)

I certify that on _____, _____ personally came before me and acknowledged under oath, to my satisfaction, that:

(a) he/she is the _____, the proper corporate officer of the Corporation named in this Release and Indemnification Agreement;

(b) _____, the _____, is the attesting witness to the signing of the Release and Indemnification Agreement by _____, the _____ of the Corporation;

(c) this Release and Indemnification Agreement was signed by the Corporation as its voluntary act;

(d) the proper seal of the Corporation is affixed to this Release and Indemnification Agreement;

(e) this proof is signed to attest to the truth of these facts; and

TOWNSHIP

Signed and subscribed to

before me this _____ day

of _____, 2020.

(STATE OF NEW JERSEY)
(COUNTY OF BURLINGTON)

SS.:

I certify that on _____, _____ personally came before me and acknowledged under oath, to my satisfaction, that:

(a) he/she is the _____, the proper corporate officer of the Corporation named in this Release and Indemnification Agreement;

(b) _____, the _____, is the attesting witness to the signing of the Release and Indemnification Agreement by _____, the _____ of the Corporation;

(c) this Release and Indemnification Agreement was signed by the Corporation as its voluntary act;

(d) the proper seal of the Corporation is affixed to this Release and Indemnification Agreement;

(e) this proof is signed to attest to the truth of these facts; and

ENTITY

Signed and subscribed to

before me this _____ day

of _____, 2020.

RELEASE AND INDEMNIFICATION AGREEMENT

Dated:

Releasor,

TO

BURLINGTON COUNTY BOARD
OF CHOSEN FREEHOLDERS,

Releasee.

Record and return to:

49 Rancocas Road - Room 225
P.O. Box 6000
Mt. Holly, NJ 08060