

**TOWN OF KEARNY**  
**RELEASE / INDEMNIFICATION AGREEMENT**

**Block- \_\_\_\_\_, Lot \_\_\_\_\_**

**Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

1. \_\_\_\_\_ request that the Town provide a roll-off container for disposal of household items (the "Truck/Container Service") in my driveway at the property located at \_\_\_\_\_ . In exchange for accommodating the request to provide the Truck/Container Service in my driveway I hereby RELEASE AND DISCHARGE the Town of Kearny, 402 Kearny Avenue, Kearny, New Jersey, its officials and employees, (hereinafter referred to as "The Town") from any and all liability, claims, demands or causes of action that I may hereafter have for injuries and damages arising out of the Truck/Container Service and the placement and removal of the truck/container in my driveway.

2. I further agree that I WILL NOT SUE OR MAKE CLAIM against the Town for damages or losses sustained as a result of this use of the property. I further agree to INDEMNIFY AND HOLD the Town HARMLESS from all claims, judgments and costs, including attorneys' fees, incurred in connection with any action brought as a result of the Truck/Container Service.

3. EXEMPTION FROM LIABILITY. I further release the Town from any and all liability arising out of any injury to persons or property relating from the Truck/Container Service.

4. COVENANT NOT TO SUE. I further agree never to institute any suit or action at law or equity against the Town by reason of injury to persons or property arising from the Truck/Container Service, whether or not such injury results from the negligence of the Town.

5. I further agree that IF REQUESTED by the Town Administrator I will obtain, provide and keep in full force and effect liability insurance covering the use of the property with coverage and limits as may be prescribed by the Town Administrator.

6. REIMBURSEMENT FOR LEGAL FEES AND EXPENSES. I further agree and covenant to fully reimburse the Town or all legal costs and reasonable counsel fees paid by the Town for the defense of any and all actions or causes of action or claims or demands for damages whatsoever, which may hereafter arise or be instituted or recovered against the Town arising from the Truck/Container Service, whether or not such injury results from the negligence of the Town.

I hereby declare that I am of legal age and am competent to sign this **release, waiver and indemnification agreement**.

I HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND I AGREE TO BE BOUND BY IT.

\_\_\_\_\_  
**Name of Releasor/Property Owner**

**Date:** \_\_\_\_\_

\_\_\_\_\_  
**Signature of Releasor/Property Owner**

STATE OF NEW JERSEY)

) SS

COUNTY OF \_\_\_\_\_)

Before me personally appeared said \_\_\_\_\_ [name] who satisfactorily identified themselves as the person named in the foregoing instrument and who executed said instrument in my presence as his/her free act and deed this \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
**Notary Public**

**My Commission Expires: (SEAL)**