

CITY OF TUKWILA
ASSUMPTION OF RISK, WAIVER AND RELEASE
FOR USE OF RIGHT-OF-WAY

I, _____ (applicant name) am eighteen years of age or older, fully competent, and desire to undertake work in the right-of-way pursuant to Tukwila Municipal Code Chapter 11.08.

APPLICATION FOR PERMIT. Pursuant to TMC Chapter 11.08, I have applied for right-of-way Permit No. _____, for work in the right-of-way located at _____. The scope of the work is for _____.

ASSUMPTION OF RISK. I am fully aware of the fact that there are special dangers and risks inherent in working in the right-of-way, including, but not limited to, the risk of serious physical injury, death, or other harmful consequences that may arise or result directly or indirectly to me from working in the right-of-way. These risks include, but are not limited to, those caused by terrain, facilities, temperature, weather, equipment, vehicular traffic, lack of hydration, animal activity, and actions of other people. Being fully informed as to these risks and in consideration of my being allowed to undertake the permitted work in the right-of-way, I hereby assume all risk of injury, damage and harm to myself arising from such activities.

WAIVER OF LIABILITY. I hereby individually and on behalf of my heirs, legal representatives, executors, and assigns, release the City of Tukwila, its officials, officers, employees, volunteers, and agents and waive any right of recovery from all claims against them for any personal injury, death, or other consequences relating to my voluntary work in the right-of-way. This includes negligence by any released entity or individual but does not extend to gross negligence, recklessness, intentional misconduct, or any other liability that Washington law does not permit to be excluded by agreement.

INDEMNITY. Pursuant to TCM 11.08.170 and in exchange for the City granting a permit to undertake the work set forth in Section 1 above, I shall indemnify, defend and hold harmless the City, its officers, appointed and elected officials, agents, representative, contractors, and employees, from and against any and all claims, losses or liability, including attorney's fees, arising from injury or death to persons or damage to property occasioned by any act, omission or failure of me, my officers, agents and employees, in using the City's right-of-way under Permit No. XXXX. This indemnification and hold harmless shall not apply to any damages resulting from the sole negligence of the City, its agents and employees. To the extent any of the damages referenced by this paragraph were caused by or resulted from the concurrent negligence of the City, its agents, representatives, contractors or employees, this obligation to indemnify, defend and hold harmless is valid and enforceable only to the extent of the negligence of the City's officers, agents, and employees.

PERMIT OF TEMPORARY NATURE. I understand, acknowledge, and agree that Permit No. _____ is wholly of a temporary nature and it vests no permanent right whatsoever.

This Assumption of the Risk, Indemnification, and Waiver shall be construed broadly to provide a total and full release and waiver to the maximum extent permissible under applicable law.

I CERTIFY THAT I HAVE READ THIS DOCUMENT AND I FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS IS AN ASSUMPTION OF RISK, INDEMNIFICATION, AND WAIVER, AND A CONTRACT AND I SIGN IT OF MY OWN FREE WILL.

Applicant Printed Name	Applicant Signature	Date
Address	Email	Phone