

City of Oshkosh Mulch Loading Waiver and Release

**** This is a Legal Document ****

Name: _____ Phone: _____

Home Address: _____

(circle all that apply) Truck / Trailer / Other: _____

Make _____ Model: _____ License: _____

I am voluntarily requesting that the City load mulch into the vehicle and/or trailer that I have identified and have brought on to City property. I understand that this is at my own risk. I understand that the City will not load material into my vehicle or trailer unless the City is fully released from all damages related to this activity. I understand and agree to the following:

1. The activity that I am requesting the city undertake involves equipment and objects that may cause or result in damages to my property, up to and including damages that cost more than the property's value. I also understand that this activity may result in injuries to my person or to those persons with me up to and including death. I understand that it is my sole responsibility to evaluate the risks presented. If I proceed with this activity, then the City may accurately understand that I accept all risks.
2. I am either the owner of the vehicle/trailer or I have complete authority to use the vehicle/trailer and to agree to these terms. I authorize the City of Oshkosh, through its employees and agents, to operate vehicles and equipment near and around my vehicle/trailer for the purpose of loading mulch.
3. The City will not inspect my vehicle and/or trailer to determine if it is appropriate for this or any use. The City is in no way responsible for any damages if the vehicle and/or trailer are not suitable for this use. The City has the sole right to refuse, or limit, the loading of mulch, but the City is not obligated to refuse or limit any request to load mulch.
4. I release the City of Oshkosh, its employees and authorized agents from all debt, claims, demands, damages, actions and causes of action whatsoever which may result from the acts and omissions connected with the presence of me and my vehicle/trailer on City property to obtain mulch, I waive all claims against the City, without reservation or limitation, and to release the City from all responsibility and hold it harmless from any personal or property damages that I experience, or that are experienced by my family, relatives, agents, and employees, that are related to this activity.
5. I agree to protect and hold the City of Oshkosh harmless against all actions, claims and demands of any kind or character whatsoever which may in any way be related to the actions of the City, its employees or authorized agents under this agreement. Further, the undersigned agrees to indemnify and refund to the City of Oshkosh all such sums which the City of Oshkosh may be obligated or adjudged to pay, including the City of Oshkosh's attorney fees and costs, on such actions, claims or demands within 30 days after written request for such indemnification.
6. This agreement is intended to be liberally construed in favor of the City of Oshkosh, in consideration of the services provided by the City of Oshkosh under this agreement.

Dated this ____ day of _____, 20__

Owner / Representative Signature: _____

If Representative, then signing on behalf of: _____

Mail to: Street & Sanitation Division Or Fax: 920-232-5387
PO Box 1130
Oshkosh, WI 54903