



The Town of Truckee Filling Station Grant Program
LIABILITY WAIVER AGREEMENT



The Town of Truckee has developed a **Water Bottle Filling Station Grant Program** (“Program”) to provide members of the community with access to safe and reliable tap water to refill personal, reusable bottles. The Town of Truckee provides these grants for the purchase of a water bottle filling station to public agencies and private parties within the Town of Truckee.

The Town of Truckee has agreed to provide a grant for each approved station to:

_____ (“Recipient”).

The purpose of the grant is for Recipient to purchase one or more water bottle filling stations under the terms and conditions of the Program.

The Town of Truckee’s only involvement in Recipient’s activities in connection with the Program is to provide grant funds. Subject to the availability of funds, the Town of Truckee’s only obligation to any Recipient participating in the Program is to provide the grant amount for the purpose stated. The Town of Truckee is not responsible for any liability incurred by any participants in the Program regardless of any liability incurred in connection with the Recipient’s participation in the Program.

Recipient assumes all risk of loss resulting from liability, damage, or injury to any property or person arising from the Program, including all risk of injury to its employees, agents, contractors, and users of the water bottle filling station(s) funded by the grant from the Town.

Pursuant to this waiver of liability, Recipient shall defend, indemnify, and hold harmless the Town of Truckee, its employees, agents, volunteers, independent contractors, officers, assigns and successors (collectively, "Releasees") from and against all claims, demands, losses or damages, sustained by Recipient or the Releasees, caused or alleged to be caused, in whole or in part, by the negligence of the Releasees or otherwise, and further agree that if, despite this release, Recipient or anyone on behalf of Releasee makes a claim against any of the Releasees named above, Recipient will indemnify, save and hold harmless each of the Releasees from any litigation expenses, attorneys’ fees, loss, liability or damage, or any other cost that may occur as the result of such a claim.

ACCEPTED FOR RECIPIENT:

Signature: _____ Printed Name: _____

Date: _____