

WAIVER, RELEASE AND INDEMNITY AGREEMENT

For and in consideration of the City of Redlands permitting _____ (the "Business/Resident") to participate in the City's Police Department's GPS Tracking Program (the "Program"), the Business/Resident hereby voluntarily releases, discharges, waives and relinquishes any and all actions or causes of action for personal injury, property damage or wrongful death occurring to the Business/Resident and its owner(s), employees, agents and invitees arising as a result of the Business/Resident participating in the Program and any activities incidental thereto, wherever or however such activities associated with the Program may occur, and for whatever period the Program may continue. Further, the Business/Resident does hereby release, waive, discharge and relinquish any action or causes of action which may hereafter arise for the Business/Resident and agrees that under no circumstances will it prosecute or present any claim for personal injury, property damage or wrongful death against the City of Redlands, or any of its elected officials, officers, agents or employees for any of said causes of action, whether the same shall arise by the negligence of the aforementioned said persons, or otherwise, as a result of the Business/Resident's participating in the Program.

Except as otherwise provided in this agreement, it is the intention of the Business/Resident and the City that the releases contained in this agreement shall be effective as a bar to all unknown and unsuspected actions, causes of action, obligations, costs, expenses, attorneys' fees, damages, losses and claims that may arise relating to the Program and the subject matter of this agreement. In furtherance of this intention, the Business/Resident expressly waives any and all rights and benefits conferred upon it by the provisions of Section 1542 of the California Civil Code, which reads as follows:

Civil Code Section 1542. A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

IT IS THE INTENTION OF THE BUSINESS/RESIDENT BY THIS AGREEMENT TO ASSUME ALL RISKS ATTENDANT WITH THE PROGRAM AND TO EXEMPT AND RELIEVE THE CITY OF REDLANDS FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY THE BUSINESS/RESIDENT NEGLIGENCE OR WRONGFUL ACTS OR OMISSIONS.

The Business/Resident agrees that in the event any claim for personal injury, property damage or wrongful death shall be prosecuted against the City of Redlands arising as a result of the Business/Resident's participation in the Program, the Business/Resident shall defend, indemnify and hold harmless the City of Redlands, and its elected officials, officers, employees and agents, from and against any and all such claims or causes for action by whomever or wherever made or presented.

The undersigned represents and warrants to the City that he or she, as the owner, or the authorized representative, of the Business/Resident, has full authority to execute this Agreement on behalf of the Business/Resident and bind the Business/Resident to this Agreement.

BY: _____
Signature

Printed Name

Dated: _____