



RELEASE AND INDEMNITY
CONFINED SPACE ENTRY

_____("RELEASOR"),
of _____,
(Address) (City, State, Zip)

in consideration of being permitted to enter sewers, structures, conduits, shafts, tunnels, chases, manholes, vaults and any other construction or facility owned and controlled by the CITY OF EVANSTON, ("CITY"), and categorized by Occupational Safety & Health Administration ("OSHA") standards as ("PERMIT"), ("NON-PERMIT") "CONFINED SPACE" for the purpose of

on or about _____, 20_____, does for RELEASOR and RELEASOR's heirs, administrators, personal representatives, successors and assigns RELEASE and FOREVER DISCHARGE the CITY, its Mayor, Aldermen, officers, agents and employees of and from any all claims, causes of action, chases in action, losses, injuries, damages or liabilities, which may have in any wise accrued in favor of RELEASOR and against the CITY on account of RELEASOR'S presence on CITY real estate and/or entry into, activity within or exit from any and all CONFINED SPACES owned or controlled by the CITY.

RELEASOR acknowledges that entry into such CONFINED SPACE may be dangerous and the environment within said CONFINED SPACE may be hazardous. RELEASOR acknowledges that CITY has disclosed all known facts regarding the conditions within said CONFINED SPACE and RELEASOR accepts the condition of said CONFINED SPACE, "AS-IS," "AS-FOUND" and "WITH ALL FAULTS."

RELEASOR further acknowledges that it is familiar with, and shall abide by all regulations, rules, statutes, and conditions promulgated by the Human Services' OSHA relative to confined space entry.

RELEASOR acknowledges that all equipment used by RELEASOR during entry into, presence in and exit

from CONFINED SPACE is owned or lawfully possessed by RELEASOR, that same is fully serviceable and in good working order, in full compliance with all applicable laws, orders, regulations, statutes, codes or any guidances of any governmental body having jurisdiction over confined space entry.

In further consideration of the CITY'S granting RELEASOR permission to enter upon its property, including, but not limited to, the aforesaid CONFINED SPACES, RELEASOR for RELEASOR and RELEASOR'S heirs, executors, administrators, personal representatives, successors and assigns, agrees to defend, indemnify, keep and save harmless the CITY, its Mayor, Aldermen, officers, agents, and employees, against all injuries, death, losses, damages, claims, patent claims, liens, suits, liabilities, judgments, costs and expenses which may in anywise accrue, directly or indirectly, against the CITY, its Mayor, Aldermen, officers, agents or employees, in consequence of the granting of the aforesaid permission, or which may in anywise result therefrom or from any work done thereunder, whether or not shall be alleged or determined that the act was caused through negligence or omission of the RELEASOR or RELEASOR'S employees, or of any contractor or subcontractor, or their employees, if any, and the RELEASOR shall, at the RELEASOR'S sole expense appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and if any judgment shall be rendered against the CITY, its Mayors, Aldermen, officers, agents or employees, in any such action the RELEASOR shall, at RELEASOR'S sole expense, satisfy and discharge the same.

In further consideration of the CITY granting RELEASOR access to the aforesaid CONFINED SPACE, RELEASOR agrees that, prior to entering upon said real estate or entering the CONFINED SPACE, it will procure, maintain and keep in force, at RELEASOR'S expense, public liability and property damage insurance in which the CITY is a named insured, and all-risk property insurance in which the CITY is named loss payee from a company to be approved by the CITY, each policy to have limits of not less than:

COMPREHENSIVE GENERAL LIABILITY

Combined Single Limit Bodily Injury

Liability Property Damage Liability

in the amount of not less than

\$3,000,000.00 per Occurrence

and

ALL RISK PROPERTY INSURANCE

in the amount of not less than

\$3,000,000.00 per Occurrence

Prior to entering upon said CONFINED SPACE, the RELEASOR shall furnish the CITY certificates of such insurance or other suitable evidence that insurance coverage has been procured and is maintained in full force and effect. Upon CITY'S written request, RELEASOR shall provide CITY with actual insurance policies within ten (10) days of CITY's request for same. Such certificates and insurance policies shall clearly identify the affected real estate and CONFINED SPACE and shall provide that no change, modification in or cancellation of any insurance shall become effective until the expiration of thirty (30) days after written notice thereof shall have been given by the insurance carrier to the CITY. The provisions of this paragraph shall in no way limit the liability of the RELEASOR to defend, indemnify and hold harmless the CITY, as set forth above.

WITNESS my hand seal this _____ day of _____, 20_____

(RELEASOR) _____
(Corporation Name)

By: _____
President

(RELASOR) _____
(Individual) (Title)

(RELASOR) _____
(Individual) (Title)

(RELEASOR) _____