



SCHEDULE "A" – Snowplow Liability Waiver and Indemnity Agreement

THIS AGREEMENT MADE THIS ____ DAY OF _____, _____

BETWEEN:

THE VILLAGE OF MARWAYNE

a municipal corporation in the Province of Alberta
(hereinafter referred to as "The Village")

AND

in the Province of Alberta
(hereinafter referred to as "The Resident")

WHEREAS the Resident includes an owner, purchaser, lessee or occupant;

AND WHEREAS the Resident wishes to have the Village clear the snow to access the residence located at _____;

AND WHEREAS the Village has agreed, upon request from the Resident and subject to certain terms and conditions, to clear the snow to access the residence.

NOW THEREFORE in consideration of the covenants and agreements hereinafter set forth, the parties hereto covenant and agree to as follows:

1. The Village hereby agrees that subject to certain terms and conditions, and the signing of this Agreement by the Resident, that it will, upon request, clear the snow from the driveway of the above noted property.
2. The Resident hereby agrees and waives their right to bring any claim, action, suit, proceeding or demand against the Village, its elected officials, officers, employees, servants, agents and/or contractors with respect to any occurrence of snow removal on the premises.
3. The Resident hereby agrees that they indemnify and save harmless the Village, its elected officials, officers, employees, servants, agents and/or contractors with respect to any claim, action, suit, proceeding or demand



made or brought against the Village by any third party with respect to the clearing of snow on the premises by the Village, and this indemnity, without restricting the generality of the foregoing, includes all legal costs incurred by the Village in defending such claims, actions, suits, proceedings or demands.

IN ACKNOWLEDGEMENT OF THE ABOVE, the Resident hereby requests the Village to clear the snow to access the above noted premises. The Resident understands that Village road snow removal takes precedence over residential snow removal and as such, residential snow removal on the premises may be delayed at any given time, and for any reason. The Resident hereby agrees to the terms and conditions as outlined under this agreement. And lastly, the Resident agrees that if their access cannot be cleared using the Village's bobcat due to obstructions of any sort or the lack of room to maneuver the equipment safely, the Village is relieved from any responsibility under this program.

A non-refundable \$30.00 fee plus GST, as per the Village of Marwayne's Fees and Charges Bylaw 544-15 (as amended), applies to all snow removal requests from Residents. A non-refundable \$15.00 fee plus GST applies to all snow removal requests from Seniors. Each additional 20 minutes, over and above the initial 20 minutes, is charged at a rate of \$30.00 per half hour.

The Resident hereby agrees to remit payment in full prior to the snow removal being completed at the premises in addition to any overages incurred by the Village.

Resident Name: _____

Resident Address: _____

Resident Phone Number: _____

IN WITNESS WHEREOF this Agreement has been executed by the parties effective the day and year first above written notwithstanding the actual date or dates of execution.

Chief Administrative Officer
Village of Marwayne

Resident