

CITY OF MEDICINE HAT – WAIVER, RELEASE, AND INDEMNITY TECHNICAL COORDINATING COMMITTEE REPORTS

In consideration of your receipt of one or more past, present or future City of Medicine Hat Technical Coordinating Committee Report(s), including any images, information, data or other content referenced or contained therein (collectively, the “**Report(s)**”), you acknowledge and agree that you have read, understood and accepted the Terms and Conditions contained in this agreement (“**Agreement**”) and you expressly waive any and all rights you, and the company named below, including the employees, contractors and customers of such company, (collectively, the “**Releasor**”), may now or in future have against the City of Medicine Hat (“**City**”), against any and all third party suppliers (if any) of the Report(s) or their contents (collectively, the “**Third Party Suppliers**”), and against each of their respective elected officials, directors, officers, employees, agents and successors (collectively, the “**Representatives**”) arising out of or related to your receipt, access, viewing, use or reliance upon, the Report(s). The Terms and Conditions to which Releasor hereby irrevocably agrees are as follows:

- The Report(s) are not authoritative or definitive, may be incomplete or inaccurate, do not constitute any professional engineering or surveying service or similar, nor representations or warranties of any kind by the City of Medicine Hat, the Third Party Suppliers or the Representatives of each (collectively, the “**Releasees**”);
- The Report(s) are not to be relied upon for any purpose including, without limitation, that of locating or determining property boundaries, or of locating or determining the adequacy of utility services in, on, over, under or adjacent to any property. The Report(s) should not be used in lieu of professional surveys, inquiries of Alberta One-Call or all other appropriate inquiries with respect to the accuracy or completeness of measurements, distance, height, angle, area, volume or any other pertinent information;
- Contour information (if any) in the Report(s) may contain errors and omissions, and is not to be used as the basis for hydrographic computations, estimations or any other analyses;
- Any reliance on the Report(s) should only be undertaken after an independent review of the accuracy, completeness, efficacy, currency, and adequacy thereof for any intended use or purpose;
- The Report(s) are not intended to form the basis of any investment decision and do not constitute an offer, solicitation, recommendation or invitation for the sale or purchase of any property;
- The Releasees assume no responsibility or liability for any consequences whatsoever resulting from the use of the Report(s) by you, your company, or any person;
- The Releasees reserve the right to amend or replace the Report(s) at any time but have no obligation to do so. The Releasees undertake no obligation to (i) update or otherwise revise or correct any inaccuracies which become apparent in the Report(s), or (ii) provide you with access to any updated, corrected or additional information. Nothing in the Report(s) shall be relied upon as a promise or representation as to the past, present or future;
- The Releasees hereby disclaim, and Releasor hereby absolutely and irrevocably release the Releasees from, any liability for any and all damages, claims and expenses arising from or in any way related to the accuracy, completeness or availability of the Report(s), or your receipt, access, viewing, use or reliance upon the Report(s);

- This Agreement constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and supersedes all prior, contemporaneous or subsequent understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter;
- Releasor has not relied on any statement, representation, warranty, condition, or agreement of Releasees or of any other person on the Releasees' behalf, including any representations, warranties, conditions or agreements arising from statute or otherwise in law, except for the representations, warranties, conditions or agreements expressly contained in this Agreement;
- If any term or provision of this Agreement is invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement;
- Releasees may assign this Agreement and its rights hereunder, in whole or in part, to any party;
- This Agreement is binding on and inures to your benefit and the benefit of Releasees and their respective heirs, executors, administrators, legal representatives, successors and permitted assigns;
- All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws of the province of Alberta and the federal laws of Canada applicable therein;
- Any claim or cause of action arising under or relating to this Agreement shall be brought only in the courts of the province of Alberta, and you hereby irrevocably consent to the exclusive jurisdiction of such courts; and
- This Agreement is binding in respect of all past, present, and future Report(s) which are or may be provided to the Releasor.

(collectively, the “**Terms and Conditions**”).

Releasor do hereby further agree to indemnify, defend and hold harmless the City and all of its departments, officials, officers, agents, employees, from and against any and all claims, losses, damages, causes of action, suits and liability of every kind, including all expense of litigation, including but not limited to court costs and attorney fees for death, personal injury or debt of any person; or for loss, damage to or loss of use of any property arising out of or in connection with this Agreement. Such indemnity shall apply whether the claims, losses, damages, causes of action, suits or liability arise in the whole or in part from the negligence of the City, its departments, officers, officials, agents or employees. It is the express intention of the parties hereto, that the indemnity provided for in this paragraph is indemnity by the undersigned to indemnify and protect the City from the consequences of the City’s own negligence, whether that negligence is the sole or concurring cause of injury, death or damage.

Releasor undertakes to have read the Waiver, Release and Indemnity Agreement and understand its terms and is execute voluntarily and with full knowledge of its significance.

IN WITNESS WHEREOF, THE RELEASOR HAS SIGNED THIS AGREEMENT ON THE
DATE SET FORTH BELOW.

RELEASOR

WITNESS

NAME (PRINT): _____

NAME (PRINT): _____

COMPANY (PRINT): _____

DATE: _____

DATE: _____

**The person signing above represents and warrants they
are duly authorized to bind the Company in respect of
this Agreement.**