



# Waste Collection Service Waiver Form

I/We, \_\_\_\_\_ and \_\_\_\_\_ ("Property Owner(s)"), hereby certify that I am/we are the Owner(s) of the property hereinafter described (the "Property") and hereby PERMIT, CONSENT AND AGREE to allow the Corporation of the Town of Newmarket, its employees, servants, agents and contractors ("Town") to enter onto the Property and to perform the garbage and/or recycling and/or organics collection service (the "Collection Service") during regularly scheduled hours.

The Corporation of the Town of Newmarket shall indemnify and hold the Property Owner(s) harmless from any costs or damages which may arise due to negligence in performing the Collection Service by the Town or those for whom it is in law responsible.

In return for this Collection Service thereto, I/we voluntarily agree that I/we, for myself/ourselves, my/our heirs, executors, administrators, successors, assigns and invitees, RELEASE, WAIVE AND FOREVER DISCHARGE the Town, and any of their agents, members, volunteers, partner agencies, officials, employees, sponsors, contractors, representatives, elected and appointed officials, insurers, successors and assigns [collectively referred to as "Indemnitees"] of responsibility or liability for any damage whatsoever which may arise out of the Collection Service, except as specifically set out herein.

I/we FURTHER HEREBY UNDERTAKE TO HOLD AND SAVE HARMLESS AND AGREE TO INDEMNIFY the Indemnitees from all claims, demands, damages, costs, expenses, actions and causes of action, whether in law or equity which they might sustain or incur, arising as a result of, or in any way connected with the Collection Service except as specifically set out herein.

I/we further acknowledge that all related by-laws, rules, requests, and procedures of the Town apply to the Collection Service.

I/we hereby agree that the garbage, recycling, and organics containers located on the Property remain my/our responsibility and that I/we am/are remain responsible for their maintenance, upkeep and replacement, except as specifically set out herein.

I/we have carefully read and understood this waiver provided to me by the Town regarding the Collection Service.

**Signature with witness:**

BY SIGNING THIS STATEMENT, I ACKNOWLEDGE HAVING READ, UNDERSTOOD AND AGREED to the above WAIVER.

Dated at Newmarket this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Owner: \_\_\_\_\_ Witness: \_\_\_\_\_

Owner: \_\_\_\_\_ Witness: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_