



DeKalb County Community Development

Senior Tree Removal Program

Waiver of Liability and Hold Harmless Agreement

Relating to Coronavirus/COVID-19

Name of Homeowner _____ Date _____

Address _____ City _____ State _____ Zip _____

Definition of Senior Tree Removal Program: The Senior Tree Removal Program is administered by the DeKalb County Community Development Department. The program is designed to assist DeKalb County seniors (aged 62 and over) with no-cost removal of dangerous trees that threaten the safety and well-being of DeKalb County residents and their properties.

HARMLESS AGREEMENT

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing.

By signing this agreement, I _____
acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I may be exposed to or infected by COVID-19 by participating in the Senior Tree Removal Program and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 while receiving services in the DeKalb Senior Tree Removal Program may result from the actions, omissions, or negligence of myself and others, including, but not limited to, DeKalb County.

I understand the hazards of the novel coronavirus ("COVID-19") and am familiar with the Centers for Disease Control and Prevention ("CDC") guidelines regarding COVID-19. I acknowledge and understand that the circumstances regarding COVID-19 are changing from day to day and that, accordingly, the CDC guidelines are regularly modified and updated, and I accept full responsibility for familiarizing myself with the most recent updates.

Notwithstanding the risks associated with COVID-19, which I readily acknowledge, I hereby willingly choose to receive tree removal services as a Participant in the Senior Tree Removal Program. I understand that tree removal service includes all pre-removal tree inspection processes and work; tree removal and inspection processes and work; post tree removal inspection work; and warranty inspections, warranty repairs, and warranty follow-up.

I acknowledge and fully assume the risk of illness or death related to COVID-19 arising from my volunteer participation in the Senior Tree Removal Program and hereby RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE (on behalf of myself and any minor children in the home) DeKalb County from any liability related to COVID-19 which might occur as a result of my participation in the DeKalb Senior Tree Removal Program.

I shall indemnify, defend and hold harmless DeKalb County and _____ (Contractor) from and against any and all claims, demands, suits, judgments, losses or expenses of any nature whatsoever (including, without limitation, attorneys' fees, costs and disbursements, whether of in-house or outside counsel and whether or not an action is brought, on appeal or otherwise), arising from or out of, or relating to, directly or indirectly, the infection of COVID-19 or any other illness or injury.

It is my express intent that this Waiver of Liability and Hold Harmless Agreement shall bind any assigns and representatives, and shall be deemed as a RELEASE, WAIVER, DISCHARGE, AND COVENANT NOT TO SUE DeKalb County. This Agreement and the provisions contained herein shall be construed, interpreted, and controlled according to the laws of the State of Georgia. I HEREBY KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO A JURY TRIAL OF ANY DISPUTE ARISING IN CONNECTION WITH THIS AGREEMENT.

IN SIGNING THIS AGREEMENT, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Wavier of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am fully competent; and I execute this Agreement for full, adequate and complete consideration fully intending to be bound by same.

Homeowner Printed Name: _____

Homeowner Signature: _____ Date: _____