

Orland Cemetery District

LIABILITY WAIVER AND RELEASE AGREEMENT

_____ (“Vendor”) desires to
(Individual or Entity Name)

_____ (“Services”) at the
(Describe services or work to be performed)

Orland Cemetery District (“District”) facilities located at 3900 County Road P, 6525 County Road 9 and 5665 County Road 200 (“Facilities”). The District agrees that the Facilities may be used for the Services pursuant to the terms and conditions contained herein.

Vendor hereby releases, waives, and discharges the District, its board of trustees, staff, volunteers, contractors, and attorneys (collectively, “Releasees”) from any and all alleged and actual claims, damages, remedies, causes of action, demands and other liabilities (collectively, “Liabilities”) arising out of or in any manner related to the Services. The foregoing release and waiver applies to all Liabilities, whether retrospective, current, or prospective, known or unknown, foreseeable or unforeseeable, whether caused by the negligence of the Releasees or otherwise.

Vendor acknowledges the inherent risks associated with participating in the Services and agrees to assume all risk and liability for any personal injury, death, or property damage resulting from Vendor’s negligent or wrongful actions or omissions during the performance of the Services and while present at the Facility to the extent corresponding with Vendor’s proportional share of the fault.

Vendor hereby agrees to indemnify, defend with counsel of the District’s choosing, and save and hold harmless the Releasees from any and all liability, claims, suits, actions, arbitration proceedings, administrative or regulatory proceedings, losses, expenses, or costs of any kind, whether actual, alleged, or threatened, reasonable attorneys’ fees incurred by the District, court costs, interest, defense costs, including expert witness fees, and any other costs of any kind incurred in relation to or in any way attributable to the Services as a result of Vendor’s negligent or wrongful actions or omissions including, but not limited to, any liability, harm, penalty, or loss to persons or property, or which may arise from any violation of law.

Vendor shall, at its expense, procure and maintain for the duration of the Services and this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with this Agreement, the Services, its agents, representatives, employees or subcontractors. Vendor shall maintain limits no less than \$2,000,000 in General Liability insurance per occurrence for bodily injury, personal injury and property damage. If

Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement or the general aggregate limit shall be twice the required occurrence limit. Vendor shall add the District as an additional insured on its General Liability insurance policy and shall cause the policy to provide a waiver of subrogation endorsement and primary and non-contributory endorsement in favor of the District. The vendor shall provide evidence satisfactory to the District that it has secured all insurance required under this paragraph.

With respect to the matters released hereunder, Vendor waives any rights or benefits that Vendor might otherwise have under California Civil Code section 1542, or any other similar law. California Civil Code section 1542 provides: "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

The prevailing party in any action to enforce this Liability Waiver and Release shall be entitled to reasonable attorney's fees and costs. Should any provision of this Liability Waiver and Release be declared or determined by any court to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby.

Vendor has carefully read and understands this Agreement and all of its terms. VENDOR UNDERSTANDS THAT THE WAIVER AND RELEASE CONTAINED IN THIS AGREEMENT WILL PREVENT VENDOR OR VENDOR'S ESTATE FROM RECOVERING DAMAGES IN THE SERVICES OF BODILY INJURY, DEATH OR DAMAGE TO PROPERTY. Nevertheless, Vendor executes this Agreement freely and voluntarily and agrees that it will be binding upon Vendor, and Vendor's heirs, assigns, successors, and legal representatives. Vendor voluntarily signs this Release and Waiver of Liability covering any and all occasions that Vendor enters onto the Facility related to the Services.

Dated: _____

By: _____

Vendor name: _____
