

## SIGN PERMIT Waiver, Release and Indemnity For Any Signs/Awnings That project Over Public Property

IN CONSIDERATION of the Corporation of the City of Penticton (the "City") issuing a permit pursuant to the provisions of the City's Sign Bylaw No. 2013-17 (herein called the "Permit"), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, THE UNDERSIGNED HEREBY AGREES AS FOLLOWS:

- 1.0 The undersigned, as holder of the Permit agrees to save harmless the City, its elected officials, officers, employees and assigns from and against any and all liability whatsoever arising out of the erection, construction, repair, maintenance, alteration, replacement, removal, inspection, use or existence of anything, or occupation or use of any structures, for the purposes of the Permit. The undersigned HEREBY AGREES to pay on demand of the City all sums which may at any time hereafter be payable by the City in respect of claims, loss, damages or expenses of any kind arising from or consequential to anything done or permitted to be done by the undersigned in respect of the Permit or purposes of the Permit of the erection, construction, repair, maintenance, alteration, replacement, removal, inspection, use or existence of anything for the purposes of the Permit, and to fulfill any obligation to indemnify or make payments which are provided for in the said by-law or under the terms of this WAIVER, RELEASE AND INDEMNITY.
- 2.0 The undersigned will have, as a consequence of the issuance of the Permit, taken out and will maintain for so long as the Permit is in effect, a policy or policies of public liability insurance, insuring both the undersigned and the City against any loss resulting from the occurrence of any event referred to in paragraph 1.0 hereof. The cancellation of such insurance for any cause whatsoever will serve to immediately cancel the Permit and any right the undersigned derives thereunder.
- 3.0 The undersigned shall at all times observe and perform the provisions of the by-laws of the City in effect from time to time and this WAIVER, RELEASE AND INDEMNITY shall not be affected by a cancellation or suspension of the permissions or rights of the undersigned under the terms of the Permit and shall survive and not be dependant in any way upon the continuation of the permissions or rights granted under the Permit and the City, nevertheless, shall be entitled to proceed with the enforcement of any waiver, release, indemnity or other right herein provided for or seek indemnity in satisfaction of any claim, loss or expense of any kind arising by virtue of this WAIVER, RELEASE AND INDEMNITY.
- 4.0 The undersigned hereby WAIVES AND RELEASES the City, its elected officials, officers and employees and assigns from any and all claims, demands or causes of action whatsoever that exist or may exist in the future with respect to the issuance of the Permit or the exercise of any permissions or rights thereunder by the undersigned and agrees that in any claim, cause of action or litigation of any kind whatsoever where the undersigned is named and which arises out of or is consequential to the existence of the Permit or anything done or permitted to be done by the undersigned in respect of the permissions or rights given or granted by the Permit, the undersigned hereby shall not and nor shall anyone acting on behalf of or by rights acquired from the undersigned, join into such action or initiate any other action or claim against the City in respect of or consequential to such claim, cause of action or litigation.

- 5.0 The undersigned does hereby REMISE, RELEASE, AND FOREVER DISCHARGE the City of and from all manner of actions, causes of action, suits, debts, dues, accounts, bonds, covenants, contracts, claims and demands whatsoever which the undersigned may have for or by reason of any cause or matter or thing whatsoever relating to the issuance of the Permit and any matter, act or thing relating directly or indirectly thereto.
- 6.0 This WAIVER, RELEASE AND INDEMNITY shall enure to the benefit of the City, and be binding upon the undersigned and its/his/her/their respective heirs, executors, administrators, successors and assigns, as the case may be.
- 7.0 Words importing the singular shall include the plural and words importing the masculine shall include the feminine and words applicable to individuals shall include persons, and in particular, any body corporate described herein.

IN WITNESS WHEREOF the parties hereto have executed this Agreement at the City of Penticton, Province of British Columbia on:

\_\_\_\_\_  
Date

Witness to Signature(s):

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Occupation

\_\_\_\_\_  
Address



\_\_\_\_\_  
Company Name (if applicable)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Occupation

\_\_\_\_\_  
Address