

**APWA Roadeo
Release, Indemnity and Hold Harmless Agreement**

The undersigned _____ (Operators Name) acknowledges that the following terms are a condition to his/her participation in the APWA Michigan Chapter Roadeo and hereby agrees that:

1. Operator acknowledges that construction equipment of the type used in the ("Roadeo") is a dangerous instrumentality, and can cause serious bodily injury, death and damage to property if not used in a safe and careful manner by trained and experienced operators. Operator warrants and represents to the APWA Michigan Chapter that he/she in fact, has been fully and adequately trained in the use of any and all equipment which he operates in the Rodeo and has experience with the equipment. Operator further warrants and represents that he/she possesses the skill and physical ability to operate and use any such equipment in a safe and careful manner and agrees to so operate such equipment as to avoid any and all damage to property or injury to persons. Operator acknowledges that the APWA Michigan Chapter is relying upon this representation and warranty.
2. Operator shall defend, indemnify and hold the APWA Michigan Chapter harmless from any claims for death, bodily injury, or damage to property which arises from, is a result of, or is any way related, directly, or indirectly, to Operator's participation, use and/or operation of equipment in the Roadeo, whether such claims are based in whole or in part upon the negligence of Operator or the APWA Michigan Chapter, any defect in equipment, any site condition, any negligence by any other person, including other Operators, or any other claim in any way related to Operator's participation in the Roadeo.
3. Operator, on behalf of his/her heirs, assigns, personal representatives and next of kin, **HEREBY RELEASE AND HOLD HARMLESS** the APWA, its officers, officials, agents, employees, directors, affiliates, partners, successors, predecessors, assigns, and any other person acting on its behalf as well as other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners, lessors of the premises used to conduct the Roadeo, and their officers, officials, agents, employees, directors, affiliates, partners, successors, predecessors, assigns, and any other person acting on their behalf ("Releasees"), with respect to any and all injury, disability, death or loss or damage to personal property caused by participation in the Roadeo, **WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.**
4. In no event shall either party be liable to the other party for any consequential, indirect, incidental, special, or punitive claims arising out of or in connection with Operator's participation in the Roadeo, the use of the equipment, or the inability to use the equipment or otherwise, whether based in contract, warranty, tort, or any other legal or equitable theory.
5. Operator affirms he/she possesses a valid driver's license, and any other required license by state to operate such equipment.

OPERATOR (*Signature*)

OPERATOR (*Print Name*)

OPERATOR (*STATE Drivers License Number*)

WITNESS

EMERGENCY CONTACT NAME

PHONE NUMBER