

RELEASE OF LIABILITY AND HOLD HARMLESS AGREEMENT

WHEREAS, the Board of County Commissioners of Brevard County, Florida has contracted with _____ to construct the Grand Canal Muck Removal Project Bid No. B-1-19-40 (hereinafter referred to as the "Project"); and

WHEREAS, the Project construction limits require a ten (10) foot setback from all seawalls, docks and structure; and

WHEREAS, a reduced, five (5) foot setback from seawalls, docks and structures is allowable where the canal-front property owner provides a release of liability for damages caused during Project construction.

WHEREAS, the canal-front lot owner(s) identified below desire(s) the reduced five-foot setback from their seawall, dock or structure and voluntarily enter into this Release.

I/we own the property located at _____. In consideration for receiving additional canal dredging adjacent to this property, I/we hereby release, waive, discharge and covenant not to sue the Board of County Commissioners of Brevard County, Florida, or _____(contractor)_____, their officers, servants, agents, employees or assigns (hereinafter referred to as RELEASEES) from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to construction of the Project, unless caused by the negligence of the RELEASEES.

It is my/our express intent that this Release of Liability and Hold Harmless Agreement shall bind the members of my/our family, if I/we am alive, and, my/our heirs, assigns and personal representative, if I/we am deceased, and shall be deemed as a release, waiver, discharge and covenant not to sue the above-named RELEASEES. I/we hereby further agree that this Release of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of Florida.

In signing this release, I/we acknowledge and represent that I/we have read the foregoing Release of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my/our own free act and deed; no oral representations, statements, or inducement, apart from the foregoing written agreement have been made; I/we am/are at least eighteen (18) years of age and fully competent; and I/we execute this Release for full, adequate and complete consideration fully intending this Agreement to be binding on myself, my family, and/or my heirs, assigns, and personal representative.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this ____ day of _____, 2019.

WITNESSES:

Print Name

Owner Signature

Print Name

Print Name

Owner Signature

Print Name

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this ____ day of _____, 2019 by _____, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

NOTARY PUBLIC