

**Equipment Competition "ROADEO"
Release, Indemnity and Hold Harmless Agreement**

The American Public Works Association, Mid-Atlantic Chapter (APWA), in conjunction with the participant (Operator) (Operator Name: _____) acknowledge that the following terms are a condition to participate in the 2020 Mid-Atlantic Chapter ROADEO and hereby agree that:

1. Operator acknowledges that construction equipment of the type used in the ROADEO is dangerous 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 that he/she has been fully and adequately trained in the use of any and all equipment which he/she operates in the ROADEO and that he/she has had actual experience with the equipment. Operator further warrants and represents that he/she possess the skill to operate and use any such equipment in a safe and careful manner and agrees to so operate such equipment as to avoid damage to property or injury to persons. Operator acknowledges that APWA is relying upon this representation and warranty.
2. Operator shall indemnify and hold APWA harmless from the claims of any and all persons for death, bodily injury, or damage to property which arise from or is a result of Operator's participation, use and operation of equipment in the ROADEO, whether such claims are based in whole or in part upon the negligence of the Operator or APWA any defect in equipment, any site condition, or any negligence by any other person, including other Operators.
3. Operator agrees that, as an essential term and condition to his/her participation in the ROADEO he/she hereby acquits, discharges, exonerates and forever releases APWA, their officers, directors, employees, agents, successors and assigns, of and from any and all actions, causes of action, damages, liability, obligations, rights, torts, wrongs and claims ("Claims") which may arise from Operator's use of equipment in the ROADEO, including any and all claims of any nature whatsoever, whether for death, bodily injury and/or damage to property, including failure or defect in any equipment or otherwise. As an inducement to APWA to allow Operator to participate in the ROADEO, Operator agrees, for him/herself, his/her heirs, successors and assigns, that he/she shall not sue or make any Claim of any kind against APWA, their officers, directors, employees, agents, successors and assigns, for or in account of anything which may relate to or arise from the ROADEO.
4. Operator consents to and authorizes APWA to use any photograph, video, film, or depiction of Operator for advertising and other commercial purposes; Operator waives and releases APWA from any right to compensation for the use of Operator's likeness as may otherwise be provided by law.
5. Operator affirms he/she possesses a valid _____ (state) driver's license.
6. Operator affirms he/she possesses a valid _____(state) Class B commercial driver's license.

OPERATOR (signature)

OPERATOR (print name & municipality)

OPERATOR (STATE DL Number & CDL Number)

WITNESS

OPERATOR PHONE NUMBER

EMERGENCY CONTACT NAME

EMERGENCY CONTACT PHONE NUMBER