

Adopt A Waterway Private Property Release

I, _____ (the property owner), hereby grant permission to
_____ (name of Adopting Organization), its volunteers, and necessary
project partners, to enter my property located at:

beginning on _____ (date) until _____ (date or until program completion),
for the sole purpose of participating in the Adopt A Waterway program. I agree that my permission is
granted on a voluntary basis and I have neither received or expect to receive any form of compensation
in exchange for my permission.

To the extent allowed by state law, the Property Owner shall indemnify the Adopting Organization and St. George (City) against all claims, demands, causes or action, suits or judgments, including but not limited to all claims, demands, causes of action, suits or judgments for death or injuries to persons or for loss of or damage to property, arising out of or in connection with this Release to the extent caused by the negligence or willful misconduct of the Adopting Organization or its agents. In the event of any such claims made or suits filed against City, City shall give the Property Owner prompt written notice. The Property Owner agrees to defend against any such claims brought or actions filed against City, whether such claims or actions are rightfully or wrongfully brought or filed. In case a claim should be brought or an action filed with respect to the subject of indemnity herein, the Property Owner agrees that City may employ attorneys of its own selection to appear and defend the claim or action on its own behalf at the expense of the Property Owner. Said attorney fees shall be reasonable and subject to review by the Property Owner. The Adopting Organization shall be responsible for all costs associated with any claim, demand, action, suit, appeal, or judgment, including attorney's fees for which it indemnifies or defends City.

Property Owner Signature _____ Date: _____

Adopting Organization Signature _____ Date: _____