

## **SCRAP TREATED WOOD RELEASE AND WAIVER OF LIABILITY**

I would like to purchase scrap treated wood from the Lansing Board of Water & Light, (LBWL) to use for\_\_\_\_\_. I understand that I will be permitted to enter LBWL property to purchase and pick up the wood. In consideration of this opportunity, I hereby agree as follows”

- A. TO ASSUME FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH, OR PROPERTY DAMAGE arising out of or related to this opportunity.
- B. TO RELEASE and FOREVER DISCHARGE THE LBWL and the CITY OF LANSING, and their directors, officers, agents, and employees harmless from and against including but not limited to any and all claims, damages, losses and expenses arising out of or resulting from this opportunity.
- C. TO INDEMNIFY, SAVE, AND HOLD HARMLESS THE LBWL and the CITY OF LANSING, and their directors, officers, agents and employees harmless against including but not limited to any and all claims, damage, losses, expenses and liability arising out of or in any way connected or resulting from my participation in this opportunity.
- D. I understand that this wood has been chemically treated with preservatives, is hazardous, and that the following, including but not limited to the bulleted list below, should be avoided at all times:
  - Burning in open fires, stoves, fireplaces, etc because doing so will produce toxic chemicals.
  - Using for interior furniture, decorating, etc.
  - Avoid frequent or prolonged inhalation of sawdust.
  - Avoid frequent or prolonged skin contact.
  - Dispose of cutoffs and pieces of trimming, cutting or sanding in compliance with applicable Federal, State and Local laws.
- E. While on LBWL property, I will conform in all respects with all LBWL physical, fire, or other security policies or regulations.

*Continued on the next page...*

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT PERMITTED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID, THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

Date: \_\_\_\_\_

Address:

Veh. Lic. # \_\_\_\_\_

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

Signature: \_\_\_\_\_