

**Northeastern Local School District Waiver of Liability for Removal of Personal Property
(Clark County, Ohio)**

_____ (PRINT NAME), for him/her/itself, his/her/its heirs, executors, agents and assigns, hereby agrees to indemnify, release, hold harmless and defend the Northeastern Local School District Board of Education (“NELSD”) and its affiliates, directors, officers, administrators, board members, instructors, teachers, employees, and agents (collectively, “Indemnified Parties”), from any and all claims, liabilities, losses, demands, or causes of actions, of whatsoever nature, including any reasonable attorneys’ fees and other costs of litigation, which are or may be asserted by any person or entity, whether or not involving a third party claim, which arise out of or relate to the purchase and subsequent removal of personal property from South Vienna Elementary School prior to its demolition, whether or not caused by the negligence of NELSD or any other Indemnified Parties and whether or not the relevant claim has merit. Such personal property is purchased AS IS and NELSD offers no warranty of merchantability.

If this Agreement is unenforceable under the applicable state law, this provision shall be interpreted to impose the maximum legal obligation permitted under such law. By signing below, the undersigned acknowledges that he/she has read and understands the inherent risks associated with this activity and that the undersigned voluntarily agrees to indemnify and/or hold harmless NELSD and the Indemnified Parties in accordance with this Agreement.

I HAVE READ THIS WAIVER AND RELEASE OF LIABILITY AGREEMENT, AND BY SIGNING BELOW, AGREE THAT I HAVE THE AUTHORITY TO BIND THE ABOVE-REFERENCED ORGANIZATION/PERSON. I FURTHER AGREE THAT I HAVE HAD THE OPPORTUNITY TO ASK ANY QUESTIONS ABOUT THIS WAIVER AND THAT I UNDERSTAND ITS TERMS AND MEANING.

Print Name: _____

Signature: _____

Address: _____

Date: _____