

CONTRACTOR WAIVER FOR SURVEY (PRIVATE PROPERTY OWNER)

WHEREAS, the undersigned (“the Contractor”) has been hired by the Northeast Illinois Invasive Plant Partnership to work on private property, commonly known as _____, Downers Grove, IL 60515, PIN no(s) _____ to survey and map Japanese knotweed and Japanese stiltgrass at the aforementioned address (“Property”).

WHEREAS, the Property Owner will allow the Contractor to enter onto the Property to perform the aforementioned services provided that the Property Owner will not thereby incur any fees, the risk of any liabilities, or liability to any third party by virtue of actions of the Contractor; and

NOW, THEREFORE, in consideration of the Property Owner allowing the Contractor to enter onto the Property to survey and map Japanese knotweed and Japanese stiltgrass, and in order to induce the Property Owner to permit such activities, the Contractor knowingly, freely and voluntarily agrees to covenant not to sue, release, waive, and forever discharge the Property Owner, its officers, agents, and employees against any and all loss, liability, damage, claims, costs and expenses which it or any of its employees may hereafter suffer, incur, be put to or pay out as well as a result of the Contractor surveying and mapping said Japanese knotweed and Japanese stiltgrass. To the fullest extent permitted by law, the contractor shall indemnify, keep and save harmless the Property Owner and its agents, officers, and employees, against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses, which may arise directly or indirectly from any negligence or from the reckless or willful misconduct of the Contractor, its employees, or its subcontractors, and the Contractor shall at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith.

This waiver shall be binding on and inure to the benefit of the heirs, executors, administrators, successors and assigns of the respective parties herein. I certify that I have read and understand the content of the above waiver and all conditions stated.

Dated at Downers Grove this _____ day of _____, 2014

Contractor (Print)

Contractor Signature

Address

Phone

Signature of Property Owner

Address of Property