

SITE TOUR RELEASE FOR
Department of Watershed Management

Release and Waiver: Prospective Bidder (“**Bidder**”) agrees to accept and assume all risks arising directly or indirectly out of any visit or entry by Bidders or its Authorized Persons to **2630 Ridgewood Road NW, Atlanta, Georgia 30327.**, (hereinafter, called “**Location**”). Bidder agrees that the City of Atlanta (the “**City**”) and its agents, employees and consultants shall have no duty of care to keep the Facilities safe for entry or use. Bidder agrees that the City does not, grant its permission, assume responsibility or incur liability for any injury, death, loss or damage to any person or property arising out of the activities of Bidder or its Authorized Persons on the Facilities, and Bidder hereby releases the City and its employees, consultants and other agents from any and all actions, causes of action, suits, claims, liabilities, losses, damages, judgments and executions of any kind arising after the date hereof that Bidder, its Authorized Agents, or their respective employees, representatives, affiliates and/or agents may have by reason of, arising out of, related to, or resulting from any visit, entry, inspection, study, test or other action by Bidder or its Authorized Persons.

Indemnity: Notwithstanding any general liability or other insurance that may be maintained by Bidder, Bidder shall defend, indemnify and hold the City harmless (using counsel reasonably satisfactory to the City) from any and all actions, causes of action, suits, claims, liens, demands, liabilities, losses, costs, expenses (including, without limitation, reasonable attorneys’ fees) and damages of any kind or nature that the City sustains or incurs by reason of or in connection with any visit, entry, inspection, study, test or other actions by Prospective Bidder or its Authorized Persons; provided, however, that the indemnity obligations of Bidder shall not apply to any liability of damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence or willful misconduct of the City and its agents or employees.

Confidential Information: Bidder recognizes that their employee and/or agent may be exposed to Confidential Information and that the City desires to prevent unauthorized disclosure of such information. Except as required by law or by a court of competent jurisdiction, each party agrees that it will not disclose any Confidential Information of the other party and further agrees to take appropriate action to prevent such disclosure by its employees or agents.

PROSPECTIVE BIDDER:

Company Name: _____

Name: _____

Title: _____

Date: _____

Telephone Number: _____

E-mail Address: _____