

VACANT STOREFRONT COVER PROGRAM APPLICATION

WAIVER AND RELEASE

VACANT STOREFRONT COVER PROGRAM INSTALLATION

Property Address: _____

Owner/Authorized Representative: _____

This Waiver and Release are executed by and on behalf of the individual signing below, hereinafter referred to as "Participant." The Participant is the owner and/or authorized representative of the property located in the City of Miramar ("City") at the address indicated above. The Participant is duly authorized to execute this document on behalf of the Property and its legal owner, as applicable.

The Participant hereby grants permission to the City, and its respective successors, assigns, members, officers, employees, agents, and contractors (all herein collectively referred to as "Releasees"), to enter upon the Property for the **purpose of installing** artistic window coverings and other activities related to vacant storefront covers.

Participant, on behalf of himself or herself, his or her personal representative, heirs, next-of-kin, successors, and assigns (all hereinafter collectively referred to as "Participant"), hereby knowingly and voluntarily agrees to hold harmless the Releasees from any and all known and unknown claims, actions, demands, or damages, including, but not limited to, accidents, injury, death, or damages to person or property, including claims based on negligence, that may arise or result from the installation of the storefront covers.

Participant further acknowledges that by agreeing to the installation, Participant consents to Releasees, in their sole discretion, to make and publish photographs and recordings of the Property as pertains to the Property's vacant storefront covers, and all such media shall be the sole property of the City.

This Release contains the entire agreement between the parties hereto and the terms of this Release are contractual and not a mere recital.

PARTICIPANT FURTHER AFFIRMS THAT HE/SHE HAS CAREFULLY READ THIS AGREEMENT AND UNDERSTANDS ITS CONTENTS AND MEANING AND EXECUTES THIS RELEASE AS HIS/ HER OWN FREE AND VOLUNTARY ACT.

Signature: _____

Date: _____