

WAIVER, RELEASE, AND INDEMNITY AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

Realeasor(s): _____

County: County of Kaua'i, a political subdivision of the State of Hawai'i

Vehicle: Year, Make & Model: _____

License No: _____

Vehicle Identification No: _____

Body Type, Color: _____

The undersigned parties to this document agree as follows:

1. Releasor(s) Covenants:

Releasor(s) covenants that Releasor(s) has the authority to dispose of the above-described vehicle as a derelict vehicle since major parts have been removed or material damage to the subject vehicle has rendered in inoperable, and one of the following conditions exist:

- a. The vehicle is registered for the current registration period, and the registered and legal owner(s) no longer reside at the address on record with the County Director of Finance;
- b. The vehicle has been registered for the current or previous registration period, and the registered and legal owner(s) disclaims ownership;
- c. The vehicle identification number and license plates have been removed so as to nullify efforts to locate or identify the current registered and legal owner(s);
- d. The vehicle has not been registered for the current or previous registration periods;
- e. The vehicle registration records of the County Director of Finance contain no record that the vehicle has ever been registered in the County; or
- f. The vehicle is ten years old or older.

2. Release:

For and in consideration of the County accepting Releasor's vehicle for disposal and for other good and valuable consideration, Releasor(s) hereby releases, and forever discharge the County from and all claims, liability, and damages whatsoever, whether at law or in equity, in any manner involving, concerning or relating to the County's acceptance of the Releasor's vehicle for temporary storage at the County's metal recycling site and for disposal.

3. Indemnity:

- a. Releasor(s) agrees to indemnify and defend the County, its elected and appointed officers, employees, agents and contractors against any and all losses, (including without limitation, attorney's fees and litigation costs), arising out of the County accepting Releasor's subject vehicle. This indemnity shall terminate upon the expiration of all applicable statutes of limitation for claims covered by this indemnification.
- b. Releasor(s) specifically understands and agrees that this indemnification includes the payment and satisfaction of claims by all entities who or which have claimed or may claim that they have monies due and owing to them as a result of the County accepting Releasor's subject vehicle, including but not limited claims by persons, entities or organizations who have paid or will pay on behalf of or to the Releasor(s) and each of them pursuant to contract or law.
- c. Releasor(s) warrants that there are no outstanding liens that may be asserted against the County, and Releasor(s) specifically understands and agrees to indemnify, defend and hold harmless the County, from any and all claims made against the County by lienors involving the County accepting Releasor's vehicle.

4. Understanding and Agreements:

- a. Releasor(s) acknowledges, agrees and understands that this Release applies to all injuries, damages and losses resulting from matters covered in Paragraph 2, even though now unanticipated, unexpected and unknown, as well as to all injuries, damages and losses which have already developed and which are now known and anticipated.
- b. Releasor(s) acknowledges and agrees that the photo attached to this Agreement is a photograph of Releasor's subject vehicle.
- c. In the event Releasor(s) is a registered and legal owner of the subject vehicle, Releasor(s) agrees to submit a completed Statement of Facts Relating to Junking Vehicle to the County with this Agreement.

5. Definitions:

Unless otherwise expressly stated in this Agreement, the terms "Releasor(s)" and "County" shall mean and be deemed to include all of the following: The names parties, their respective elected and appointed officers, directors, agents, department, contractors, employees, representatives, successors and assigns.

Dated: Līhu'e, Hawai'i, _____

RELEASOR(S):

Type of Photo Identification Presented by Releasor(s): _____
(Attach copy of photo identification)

Identification verified by: _____

Date of verification: _____

Time of verification: _____