

**MAINTENANCE LIABILITY WAIVER AND INDEMNITY  
AGREEMENT**

THIS AGREEMENT MADE THIS \_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_

**BETWEEN:** RURAL MUNICIPALITY OF BIGGAR NO. 347  
a municipal corporation in the Province of Saskatchewan  
(hereinafter referred to as the "Municipality")

**AND:** Name: \_\_\_\_\_  
in the Province of Saskatchewan  
(hereinafter referred to as "The Land Occupant")

**WHEREAS** the "Land Occupant" includes owner, purchaser, lessee, or occupant

**AND WHEREAS** the Land Occupant wishes to have the Municipality clear the access to the residence located at:

¼ SECTION \_\_\_\_ TWP \_\_\_\_ RANGE\_ \_  
(hereinafter referred to as "the land")

**AND WHEREAS** the Municipality has agreed, upon request and subject to certain terms and conditions, to clear the access to the residence.

**NOW THEREFORE** this agreement witnesseth that in consideration of the covenants and agreements hereinafter set forth, the Parties hereto covenant and agree to as follows:

1. The Municipality hereby agrees that subject to certain terms and conditions, and the signing of the agreement by the Land Occupant that it will, upon request, clear the access to the residential site on the land.
2. The Land Occupant hereby agrees that he shall not bring any claim, action, suit, proceeding, or demand against the Municipality, its elected officials, officers, employees, servants, agents, and contractors with respect to any occurrence, incident, accident, or happening relating to the clearing of the access to the building site.
3. The Land Occupant hereby agrees that he shall indemnify and save harmless the Municipality, its elected officials, officers, employees, servants, agents, and

contractors with respect to any claim, action, suit, proceeding, or demand made or brought against the Municipality by any third party with respect to the clearing of the roadway by the Municipality on the Land, and which indemnity shall, without restricting the generality of the foregoing, include all legal costs incurred by the Municipality in defending such a claim, action, suit, proceeding, or demand.

*IN WITNESS WHEREOF* this Agreement has been executed by the Parties effective the day and year first above written notwithstanding the actual date or dates of execution.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Witness Administrator

I hereby request the Rural Municipality of Biggar No. 347 to undertake to clear snow from the access to my residence.

I understand that other than in case of an emergency, roads will be opened before my access is cleared.

I have signed the Liability and Waiver Indemnity Agreement.

I agree that if my access cannot be cleared by a motor grader due to obstructions of any sort or the lack of room to maneuver the equipment safely, the Municipality is relieved from any responsibility under this program.

\_\_\_\_\_  
Flag Type: \_\_\_\_\_

Division: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

Witness: \_\_\_\_\_