

**PENN TOWNSHIP
ROAD DEPARTMENT SERVICES
LIABILITY WAIVER AND RELEASE FORM**

I, the undersigned property owner or authorized occupant (“Resident”), hereby request that Penn Township, Perry County, Pennsylvania, through its Road Department, perform certain services at or adjacent to my property, including but not limited to tree cutting, limb removal, chipping, trimming, and related road crew activities (the “Services”).

1. ASSUMPTION OF RISK

I acknowledge and understand that tree cutting, chipping, and related road maintenance activities involve inherent risks, including but not limited to falling trees or limbs, flying debris, noise, dust, and potential damage to lawns, landscaping, fences, driveways, mailboxes, utilities, or other improvements.

I voluntarily assume all risks associated with the Services, whether known or unknown.

2. WAIVER AND RELEASE OF LIABILITY

To the fullest extent permitted by law, I hereby waive, release, and discharge Penn Township, the Board of Supervisors, and all Township officers, employees, agents, and volunteers from any and all claims, demands, causes of action, or liability arising out of or related to the Services, including claims for property damage or personal injury, except for claims arising from willful misconduct.

3. PROPERTY DAMAGE ACKNOWLEDGMENT

I understand and agree that Penn Township is not responsible for incidental or collateral damage to landscaping, lawns, private improvements, or property features resulting from the performance of the Services. The Township is not obligated to restore or repair affected areas.

4. NO GUARANTEE OF SERVICE

I understand that:

- The Services are provided at the Township’s discretion and as resources allow;
- The Township makes no guarantee regarding the scope, timing, or outcome of the Services; and
- The Township may decline or discontinue Services at any time for safety or operational reasons.

5. INDEMNIFICATION

I agree to defend, indemnify, and hold harmless Penn Township from and against any claims, damages, losses, or expenses, including attorneys' fees, arising from:

- The condition of my property;
- The presence of underground utilities, private improvements, or obstructions; or
- Any third-party claims associated with the Services provided by the Township, including claims for injuries to any persons.

6. AUTHORITY AND CONSENT

I represent that I am the owner of the property or otherwise have legal authority to authorize access to the property for the Services.

7. GOVERNING LAW

This Waiver shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

ACKNOWLEDGMENT

I HAVE READ AND UNDERSTAND THIS LIABILITY WAIVER AND RELEASE FORM AND AGREE TO BE BOUND BY ITS TERMS.

Property Owner / Resident Name: _____

Signature: _____ **Date:** _____

Property Address: _____

Phone: _____

Email: _____