



PRIVATE DRIVEWAY CLEARING AGREEMENT

_____ (the "Owner") being
the registered owner of the land legally described as:

_____ (the "Lands")

hereby confirm that I wish to have the County of Minburn (the "County") plow the driveway of the Lands. I understand that in relation to the Lands, there is a risk that in providing that service, the County or its agents or employees could cause some injury or damage to the Lands or any personal property or improvements on the Lands, and I accept that risk in requesting that the County provide this service.

Accordingly, on behalf of myself, my heirs, executors, administrators and assigns and in consideration as hereinafter set out and other good and valuable consideration (the receipt and sufficiency of which consideration is hereby acknowledged) I agree as follows:

1. The Owner grants to the County the right to enter in, on or upon and use the Lands ("Right-of-Entry") by its employees, contractors, implements, machinery and other equipment as may be necessary for the purpose of clearing snow, plowing the driveway on my Lands, and any related work (the "Work"), from the date of this Agreement until I revoke such agreement in writing to the County.
2. The Owner agrees that such Right-of-Entry is not a representation, commitment or guarantee by the County of any particular level of service or that the Work will continue to be performed by the County on any given schedule, or at all.
3. In consideration of the Work, the Owner agrees as follows:
 - a. The County shall not be liable, directly or indirectly, for any personal injuries that may be suffered or sustained by any person who may be on the Lands or for any loss of or damage or injury to property belonging to the Owner or any other person, including any injury, loss or damage caused by the negligence of the County, and;
 - b. The Owner shall at all times indemnify and save harmless the County, its officers, elected officials, employees and agents from and against any and all liabilities,

claims, demands, losses, costs, charges, expenses (including without limiting the generality of the foregoing, all legal fees and disbursements on a solicitor and own client basis and any amount paid to settle any actions or satisfy any judgments), actions and other proceedings in respect of anything arising from the Work or the County's access to or use of the Lands under this Agreement.

and the Owner's agreement and obligations under this provision shall survive the expiry or termination of this Agreement, howsoever it occurs.

IN WITNESS WHEREOF the County and the Owner have hereunto executed this Agreement under their respective hands and seals this ___ day of _____, 20__

Witness

Landowner Name

Witness

Second Landowner (if applicable)

Superintendent of Public Works

OPT OUT:

*If you **DO NOT** wish to have the County of Minburn enter your property to clear snow, please fill in the name and land location above, initial here _____ and return the form via mail or email to info@minburncounty.ab.ca.*