

Waiver of Liability & Hold Harmless Agreement Super District #7 Beautification Grant Program

Applicant Name: _____ Date: _____

Address: _____
City State Zip

Definition of The Super District #7 Beautification Grant Program: The Super District #7 Beautification Grant Program, administered by the DeKalb County Community Development Department, provides funding to Homeowners Associations (HOAs), civic organizations, and residents to enhance the visual appeal and livability of communities across DeKalb County District #7.

Eligible Beautification Projects include:

- ☐ Landscaping and Greener
- ☐ Murals & Public Art
- ☐ Pathway & Entrance Improvements
- ☐ Lighting & Safety Features
- ☐ Community Common Areas

Waiver of Liability & Hold Harmless Agreement

I/we understand that upon grant approval, I/we, the applicant(s), must select and manage my/our own vendors/contractors to perform and complete the work associated with the requested beautification project.

I/we, the applicant(s) shall defend, indemnify and hold DeKalb County, Super District #7, its officers, officials, employees and volunteers harmless from any and all risks, claims, injuries, damages, warranties, losses, or suits including attorney fees, arising out of or in connection with the performance of this Agreement.

It is my/our express intent that this Waiver of Liability and Hold Harmless Agreement shall bind any assigns and representatives, and shall be deemed as a RELEASE, WAIVER, DISCHARGE, AND COVENANT NOT TO SUE DeKalb County. This Agreement and the provisions contained herein shall be construed, interpreted, and controlled according to the laws of the State of Georgia. I HEREBY KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO A JURY TRIAL OF ANY DISPUTE ARISING IN CONNECTION WITH THIS AGREEMENT.

IN SIGNING THIS AGREEMENT, I/WE ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Wavier of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my/our own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I/we am/are fully competent; and I/we execute this Agreement for full, adequate and complete consideration fully intending to be bound by same.

Applicant(s) Printed Name(s): _____

Applicant(s) Printed Name(s): _____

Applicant(s) Signature(s): _____ Date: _____

Applicant(s) Signature(s): _____ Date: _____