



WAIVER, INDEMNITY, AND PREMISES ENTRY CERTIFICATION

WHEREAS, the Prince George’ County (hereinafter the “**County**”) is the owner of certain improved real property and the improvements thereon commonly known as the [Prince George’s County Health & Human Services Headquarter Building] (hereinafter the “[]”), located at [] in Prince George’s County, Maryland.

WHEREAS, the Undersigned, desires to enter [] for a site due diligence visit with Kimley-Horn and DISH’s engineers to take some photos and measurements from the roof to confirm the ability to house antennas and ancillary equipment on the roof.

IN CONSIDERATION OF the Undersigned being permitted to enter [] (without including the improvements thereon, hereinafter, “the Premises”), [] (print name) (hereinafter, “Undersigned”) on behalf of himself or herself, his or her heirs, assigns, and personal representatives, hereby releases, waives, discharges, covenants not to sue, and holds harmless the Prince George’ County (hereinafter, “County”), from and for any and all liability, damage, loss, claim, causes of action, debts or dues, on account of, in connection with, or resulting from, any and all injury to the person or property of the Undersigned or resulting in the death or permanent disability of the Undersigned, whether caused by the negligence of the County or otherwise, in any way related to the Undersigned being on, in, and around the Premises. The Undersigned further agrees and covenants to indemnify the County and hold it harmless from any and all loss, liability, damage, costs, and attorneys’ fees and disbursements which the County may incur or suffer.

a. No Representations or Warranties. The County makes no representations or warranties as to the existence or non-existence of any condition or hazard on the Premises.

b. Restoration. The Undersigned shall promptly restore the Premises to the condition existing immediately before its entry thereon (but only to the extent entry on the Premises disturbed or otherwise altered the pre-existing condition of the Premises).

c. Term. The Term shall commence on [], 20[] and shall continue until the completion of all authorized activities on the Premises, if not sooner terminated by the County but in no event later than [], 202[].

d. Early Termination. Notwithstanding the Term provisions, the Undersigned shall not be permitted to access the Premises, if the Undersigned’s use of the Premises is unsatisfactory.

e. Other entrants to Premises. The Undersigned shall allow only those contractors, consultants, advisors, agents, and authorized representatives to enter the Premises as are approved by the County, and which have signed and executed this Waiver, Indemnity, and Premises Use Certification.

f. Assignment. The Undersigned may not assign, delegate, or transfer its rights or responsibilities hereunder without the prior written consent of the County.

g. Compliance with applicable law. All of the Undersigned’s activities on the Premise shall be in accordance with all applicable laws, regulations, and requirements, including all work rules and regulations adopted by the County for the Premises. The Undersigned shall not use or permit the use of the Premises for the manufacture, storage, dispensing, sale, or drinking of intoxicants, or the use or sale of any illegal drugs or substances, and shall not allow gambling or any illegal practices on the Premises.

h. Applicable Law. This Waiver, Indemnity, and Premises Use Certification shall be governed by the federal laws of the United States of America, and if such laws are not applicable to the issue in question, then this Certification shall be governed by the laws of the State of Maryland and Prince George’s County.

i. Waiver. Waiver by the County of any provision of this Waiver, Indemnity, and Premises Use Certification is not waiver of future compliance with the provision, and that provision, as well as all other provisions, shall remain in full force and effect.

j. Severability. If any term, provision, or section of this Waiver, Indemnity, and Premises Use Certification is held to be unenforceable or invalid under any applicable law or regulation by any court or competent governmental authority having jurisdiction, the remaining provisions shall continue in full force and effect without being impaired or invalidated in any way, and such determined unenforceability or invalidity of any term, provision, or section shall not preclude the effectiveness of or alter, any other term, provision or section unless the effectiveness thereof would result in unjust enrichment or extreme hardship to either of the parties hereto or would otherwise frustrate the basic intent hereof.

The Undersigned has carefully read this Waiver, Indemnity, and Premises Use Certification and signs it of his or her own free will and volition.

Name (Printed)

Telephone Number

Date

Address

(Signature)

City, State and Zip Code

