

## **DAMAGE AND LIABILITY RELEASE AGREEMENT**

The undersigned, on behalf of him/herself and each of his/her heirs, executors, administrators, insurers, and assigns (collectively, "Releasor"), for and in consideration of the work or services to be performed by The Davey Tree Expert Company at or near Releasor's property location and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby forever release, acquit, and discharge The Davey Tree Expert Company, and its predecessors, successors, affiliates, parents, subsidiaries, related corporations, insurers, and assigns, and each of their respective past, present, and future officers, directors, shareholders, members, managers, agents, attorneys, representatives, third-party administrators, servants, employees, distributors, and dealers (collectively, "Released Parties"), from any and all claims, demands, obligations, judgments, actions, causes of action, liabilities, losses, and damages, whether personal, property, or economic, whether now known or unknown, including any and all damages that may develop in the future, as a result of or in any way relating to the work performed and services provided by the Released Parties at or near Releasor's property location, unless caused by the Released Parties' sole gross negligence.

Releasor understands, agrees, acknowledges, and/or warrants that:

1. Although the Released Parties will take reasonable precautions, the Released Parties cannot reasonably perform the work or services without the risk of damage to Releasor's real or personal property or surrounding real or personal property (collectively, "Property");
2. The Released Parties will not be responsible or liable for any damage to the Property caused by, contributed to, or resulting from the work or services provided by the Released Parties or the Released Parties' presence at or near the Property, including, but not limited to, trenching, driving, parking any equipment on driveways, sidewalks, or yards, or other procedures associated with the performance of the work or services by the Released Parties, unless caused by the Released Parties' sole gross negligence;
3. The phrase "damage to the Property" includes, but is not limited to, above-ground items such as sidewalks, buildings, structures, dog fences, driveways, lawns, or landscaping and underground items such as electrical lines, septic systems, leach fields, sewer systems, wells, irrigation systems, or water lines;
4. I will indemnify, defend, and hold harmless the Released Parties from and against all claims, demands, actions, rights, liens, and causes of action of every kind and nature, including actions for contribution, indemnity, or reimbursement that may hereafter at any time be asserted against the Released Parties arising from or in any manner relating to the work or services provided by the Released Parties at or near Releasor's property location, including claims that the Released Parties did not have the right to access the Property or perform the work or services, unless caused by the Released Parties' sole gross negligence;
5. I have read and fully understand this agreement and have not relied on any statement, representation, omission, inducement, or promise of any other party (or any other officer, agent, employee, or representative for any other party) in executing this agreement;
6. This agreement shall be governed and construed in accordance with the laws of the State of North Carolina, without regard to conflict of laws principles, and I consent to the jurisdiction of the federal, state, and local courts located within the State of North Carolina;
7. If any provision of this agreement is held to be invalid, all other provisions will remain in full

force and effect; and

8. I have the right, power, and authority to authorize the work or services to be performed by the Released Parties and to sign this agreement, which has been signed as of the date below.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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

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