

Appendix D

GWWD Railway Waiver Form



WAIVER OF LIABILITY, INDEMNITY AND ASSUMPTION OF RISK AGREEMENT

By signing this document, you will waive certain legal rights, including the right to sue. You are also agreeing to indemnify the City against lawsuits brought by others.

Please read carefully!

In consideration of transportation on the rail track granted now or in the future by the City of Winnipeg to me as the owner/renter of equipment being conveyed at no cost on the Greater Winnipeg Water District Railway ("GWWD"), which is owned and operated by the City of Winnipeg, with respect to Bid Opportunity 385-2019 in the Province of Manitoba from _____ (start date) to _____ (end date), I agree and acknowledge as follows:

1. I acknowledge that vehicles/equipment/supplies is/are being transported without charge or consideration by the City of Winnipeg on the GWWD Railway, which is not a railway company, a common carrier or owner of a public utility for the conveyance of persons or goods to or for the public and is under no obligation to convey persons or goods for the public.
2. I agree to comply with the rules set by and the instructions given to me by City of Winnipeg employees or agents during the course of the transportation of equipment on the GWWD Railway. Nevertheless, I acknowledge that there are risks and hazards inherent in the very nature of the transportation provided on the GWWD Railway and that as a result of these risks and hazards, as the Owner, I may suffer personal injury, even death, as well as property loss. I nevertheless freely and voluntarily assume the aforementioned risks and hazards and accordingly the transportation of the vehicles/equipment/supplies on the GWWD Railway shall be entirely at my own risk.
3. I waive any claim I may have against the City of Winnipeg, its servants, employees or agents arising from the transportation of equipment on the GWWD Railway. I further agree to indemnify and hold harmless the City of Winnipeg, its servants, employees or agents from and against all claims, actions or proceedings arising from loss, injury or, damages by any person arising from my transportation on the GWWD Railway.
4. I agree that this WAIVER OF LIABILITY, INDEMNITY AND ASSUMPTION OF RISK AGREEMENT is binding on me, my heirs, successors, my executors, administrators, personal representatives and assigns.
5. I acknowledge and represent that I am 18 years of age and older, I have read this document and fully understand it and sign it freely and voluntarily.

DATED at _____, in _____, this ____ day of _____, 20__.

Signature of Vehicle/Equipment/supplies Owner

Signature of Witness

Name of Equipment owner (please print)

Name of Witness (please print)