

**GRAFFITI BUSTER WAIVER & RELEASE FORM**

**PERMISSION**

I, \_\_\_\_\_, as the owner or duly authorized agent of the owner of the property located at \_\_\_\_\_, Bethlehem, \_\_\_\_\_ County, Pennsylvania (hereinafter "Property") do hereby grant the City of Bethlehem, its employees, agents, contractors, officers and/or community service workers (hereinafter "City"), my express permission to enter upon the Property for the purpose of removing graffiti from my Property at no cost to me.

**WAIVER & RELEASE**

I acknowledge that removing the graffiti comes at risk of temporary or permanent damage to my real or personal property. Said damage may include, but not be limited to the following, broken windows, paint removal, broken panels, warping, deforming or otherwise causing damage or destruction to garage doors and permanent discoloration of walls. Knowing these risks and having been informed of the same, which is evidenced by my signature on this waiver, I do hereby waive, release and discharge the City from any and all liability for damage that may result from the removal of graffiti from the Property by City. I do hereby further release, waive and discharge the City from any and all claims, demands and causes of action of any kind whatsoever including, but not limited to, negligence, that the undersigned ever had or that the undersigned has or may have, known or unknown, arising from permitting the City to enter the Property and removing the graffiti. The undersigned further acknowledges that the action taken by the City is not to perform restoration but to the best of its ability to remove graffiti. Further, I understand that the City is not undertaking to remove the graffiti to my satisfaction.

This waiver, release and discharge has been entered into voluntarily and is intended to release the City from any and all liabilities that may arise as a result of said graffiti removal to the fullest extent permitted by law. This release shall be binding on my heirs, assigns, executors and agents.

This waiver is given in consideration for the City removing graffiti from the Property at no charge to me. In further consideration for the City agreeing to voluntarily undertake the removal of the graffiti from my Property, without charge to me, I agree to permit the City to submit, (and to cooperate with the City in submitting) the cost of the graffiti removal to my Homeowner's Insurance Company, if any, for reimbursement to the City for the costs associated with removing the graffiti.

I acknowledge that I have the permission of all property owners to sign this Waiver and Release, and thereby bind all owners of the Property.

Witness:

Property Owner or Authorized Agent

\_\_\_\_\_

By: \_\_\_\_\_

Date:

Phone: \_\_\_\_\_

\_\_\_\_\_

Area of graffiti:

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