

Statement of Indemnity

To the fullest extent permitted by law, I shall indemnify and save and hold free and harmless the Etna Township Board of Trustees and Etna Township, its officers, employees, agents, servants, and volunteers from any and all actions, claims, demands, judgments, damages, losses, and expenses, whether direct or indirect, including but not limited to attorney's fees, arising from any accident or occurrence related in any manner to the excavation(s) proposed in this Application. I shall undertake to defend, at my own expense, any and all actions, claims, or demands brought against the Etna Township Board of Trustees and Etna Township, its officers, employees, agents, servants, and volunteers by reason of or related in any manner to the excavation(s) proposed in this Application, and to pay, settle, compromise and procure the discharge of any and all judgments, damages, losses and expenses, including but not limited to attorney's fees.

I, and anyone I employ by reason of or related in any manner to the excavation(s) proposed in this Application, am an/are independent contractor(s) and as such shall not at any time be considered an officer, employee, agent, servant, or volunteer of Etna Township.

I understand and I agree to carry such bodily injury and property damage liability insurance as will protect myself, anyone I employ, and Etna Township against any and all claims for personal injury, including death, or property damage, which may arise from or be related in any manner to the excavation(s) proposed in this Application.

By signing below I indicate that I have fully read, understand, and agree to all terms of the above Statement of Indemnity.

Applicant's Signature

Date