

## BZN Snow Angels Program – Legal Agreement – Applicant

This Snow Angels Program Application Agreement (this "Agreement") is created and effective as of the date of the APPLICANT's signature on this Agreement.

WHEREAS, the Snow Angels Program is the City of Bozeman's ("City") sidewalk snow and ice removal service for older neighbors, veteran neighbors, and neighbors with disabilities, who do not have the means to remove their own snow and ice ("Service");

NOW THEREFORE, the undersigned APPLICANT hereby acknowledges and agrees as follows:

### I. SNOW ANGELS REQUIREMENTS AND RULES

APPLICANT certifies that APPLICANT is 62 years of age or older, a military veteran, and/or has a physical disability that prevents APPLICANT from removing snow and ice.

APPLICANT does not have available resources to assist with snow and ice removal.

APPLICANT lives within City limits.

APPLICANT certifies that APPLICANT is the owner of the Property or is responsible for the snow and ice removal on the Property.

APPLICANT is aware that Snow Angels Program recipients are provided the Service on an availability basis, and therefore, APPLICANT is not guaranteed to be provided with the Service.

APPLICANT understands that the only service provided will be sidewalk snow and ice removal within the public right of way.

APPLICANT understands that the person(s) providing the Service is a volunteer, and is not an employee or agent of the City. The City will not hold the volunteer to standards of its employees, including completion of a background check. The City cannot guarantee that the volunteer will perform the Service in a timely or satisfactory manner.

APPLICANT also understands that the Service is not provided for side yards, or any other sidewalk on personal property. The Service provided is contingent upon accessibility of property (which may be

affected by gates, fences, pets, etc.), and the Service may be affected by the presence of debris or other impediments that would cause hindrance in snow and ice removal.

APPLICANT acknowledges that the volunteer is being asked to remove snow and ice as soon as possible after snowfall, in accordance with Bozeman Municipal Code Chapter 34 Article 6. However, APPLICANT remains responsible for snow and ice removal should volunteer fail to appear and/or fail to properly remove snow or ice.

APPLICANT agrees to treat any and all Snow Angels volunteers with dignity and respect, or risk expulsion from the Snow Angels Program at the complete discretion of the City.

APPLICANT understands that the APPLICANT'S participation in the Snow Angels Program shall not include any interactions or communications with the VOLUNTEER of the Service except to the extent necessary to perform the Service.

## II. RELEASE & HOLD HARMLESS

APPLICANT agrees to assume all risk of injury, harm, or damage to APPLICANT'S person or property which may arise as a result of the performance of the Service and does hereby release and agree to indemnify and hold harmless the City, its agents, officers, and employees from any and all liability actions, damages, and claims of any kind and nature whatsoever for injury or harm that might arise in connection with the use of the Service.

APPLICANT further agrees that this Section II of this Agreement is intended to be as broad and inclusive as is permitted by the law of the State of Montana and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

APPLICANT further agrees that no oral representations, statements, or inducements apart from this Agreement have been made.

IN WITNESS WHEREOF APPLICANT or APPLICANT'S duly authorized representative has agreed to this Agreement.