

City of Pittsburgh Office of the Mayor Mayor Ed Gainey

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 Pittsburgh's (the "CITY") 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 (the "Service");

WHEREAS, APPLICANT has applied to the CITY for participation in the Snow Angels Program and requested the Service be performed on the property located at ______(the "Property");

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

I. SNOW ANGELS REQUIREMENTS AND RULES

- 1. 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.
- 2. APPLICANT does not have available resources to assist with snow and ice removal.
- 3. APPLICANT lives within the CITY limits.
- 4. APPLICANT certifies that APPLICANT is the owner of the Property or is responsible for the snow and ice removal on the Property.
- 5. 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.
- 6. APPLICANT understands that the only service provided will be snow and ice removal.
- 7. APPLICANT understands that the person(s) providing the Service is a volunteer, and therefore, the CITY cannot guarantee that the volunteer will perform the Service in a timely or satisfactory manner.
- 8. APPLICANT also understands that the Service is not provided for side yards, that the Service provided is contingent upon accessibility of property (which may be affected by gates, fences, pets, etc.), and that the Service may be affected by the presence of debris or other impediments that would cause hindrance in snow and ice removal (pet feces, etc.).
- 9. 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.

II. RELEASE & HOLD HARMLESS

- 10. 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.
- 11. 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 Commonwealth of Pennsylvania and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.
- 12. APPLICANT further agrees that no oral representations, statements, or inducements apart from this Agreement have been made.

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