

Knox Box Program Agreement and Waiver of Liability

I, _____ (print name) hereby agree to the following:

1. I am participating in the Knox Box Lender Program, offered through the Brockton Rotary Club, in conjunction with the Brockton Council on Aging, Old Colony Elder Services and the Brockton Fire Department.
2. I certify that I am a Brockton resident, aged 60 or older and I reside in a single family or a multi-family dwelling that is not state or city-owned subsidized housing.
3. In consideration for participation in the program, I agree to allow a permitted person onto my property for the purpose of installing the Knox Box in the appropriate location and also agree to voluntarily provide a copy of my house key to the Brockton Fire Department for placement in the lockbox.
4. I agree to abide by and cooperate with the procedures of installation and maintenance of the Knox Box. I further agree that if I move from the residence and/or no longer require the use of the Knox Box, I, or a family member, will contact the Brockton Rotary Club to arrange for the removal and return of the Knox Box.
5. In consideration of my participation in the program, I agree to assume full responsibility for any risks, property damage or personal injuries, known or unknown, which might be incurred as a result of my participation in the program. I hereby release, indemnify and hold harmless the City of Brockton, the Brockton Fire Department, the Brockton Council on Aging, Old Colony Elder Services and the Brockton Rotary Club from any and all liability whatsoever, direct or indirect, including but not limited to property damage, losses, personal injuries, actions, claims, rights, judgments, executions of whatever nature, which are foreseen or unforeseen, known or unknown, direct or indirect, now or hereafter arising out of or resulting from the participation in the Knox Box Program, *including but not limited* to installation and maintenance of the Knox Box, access to the Knox Box, emergency use of the Knox Box and any incident in furtherance or resulting from the access to the box and/or my residence.
6. I understand that the City of Brockton, Brockton Fire Department, Brockton Council on Aging, Old Colony Elder Services and the Brockton Rotary Club make no representations, express or implied, as to warranty, merchantability, fitness for a particular purpose or otherwise regarding the condition of the Knox Box.

I have read the above agreement and waiver of liability and understand the contents of this document. In addition, I voluntarily agree to the terms and conditions stated herein.

Signature of Recipient: _____ Date: _____

Address _____