



INDIAN TRAIL IMPROVEMENT DISTRICT  
SANTA ROSA GROVES  
HOLD HARMLESS AFFIDAVIT

\_\_\_\_\_ has granted permission to Indian Trail Improvement District for the purpose of obtaining #2 Surplus Spoil Material on the property listed as Unit 20, Santa Rosa Grove Lot \_\_\_\_\_. The material will either be bucket dumped from the reach of the excavator or wheel loader to a specified location nearest the easement or to be removed from the easement stockpile located in Unit 20, Santa Rosa Grove Lot \_\_\_\_\_ from dates \_\_\_\_\_ to \_\_\_\_\_.

By signing this form you shall acknowledge the following:

1. I hereby Indemnify and Hold Harmless the District, its Board of Supervisors, Officers, District Engineer, District Attorneys, Professional Consultants, Personnel, Agents, Successors, and Assigns against any claims, losses, damages (including consequential), expenses, or legal fees that might arise out of, or result from the obtainment and use of #2 Surplus Spoil Material, and from and against all costs, attorney fees, expenses and liabilities incurred in and about the defense of any such claim. In the event that the District is made a party to any litigation commenced against me or by me against any third party then I agree to indemnify and hold the District harmless and pay all costs and attorney fees incurred by the District in connection with such litigation and for any appeals thereof.
2. I assume full responsibility for any risk of bodily injury, death, or property damage, expenses, or legal fees that might arise out of the result from the obtainment and use of #2 Surplus Spoil Material. I agree that this Release Waiver and Indemnity is intended to be as broad and inclusive as permitted by the Laws of the State of Florida, and that if any portion of this agreement is held invalid, I agree that the balance shall continue in full force and effect.
3. I understand that the District will approve this request of approval in no way relieves me from complying with all local, state and/or federal laws or ordinances.
4. Permission to obtain material is non-transferable and limited to the dates provided.
5. I understand the #2 Spoil Material may consist of but not limited to, dredged mud, decayed vegetation, mechanically ground vegetation, roots, sticks, wooden fencing, metal and wire, organic soil, random soil, decayed wildlife remains. Material cannot be used as suitable backfill for any engineered purpose.
6. I understand it will be my responsibility to accept material in "As-Is Where-Is" condition. This applies to dumped or stockpiled. Once material is accepted the property owner will be responsible for removal of entire contents of the stockpile. Unused material or contents cannot be returned. The District reserves the right to terminate if removal of interferes with construction activities, creates a housekeeping issue or is determined that removal method generates additional work for district staff. Coordination will be made for district staff supervision during removal.

\_\_\_\_\_  
Name Printed

\_\_\_\_\_  
Name Signed

\_\_\_\_\_  
Date

Indian Trail Improvement District Board of Supervisors