



# Use of Village of Marwayne Owned Cat Traps Liability Waiver and Indemnity Agreement

THIS AGREEMENT MADE THIS \_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_

**BETWEEN:**

**THE VILLAGE OF MARWAYNE**

a municipal corporation in the Province of Alberta  
(hereinafter referred to as "The Village")

**AND**

\_\_\_\_\_  
in the Province of Alberta  
(hereinafter referred to as "The Resident")

**WHEREAS** the Resident includes an owner, purchaser, lessee or occupant;

**AND WHEREAS** the Resident wishes to use a Village owned cat trap at the residence located at \_\_\_\_\_;

**AND WHEREAS** the Village has agreed, upon request from the Resident and subject to certain terms and conditions, to supply the resident with a cat trap.

**NOW THEREFORE** in consideration of the covenants and agreements hereinafter set forth, the parties hereto covenant and agree to as follows:

1. The Village hereby agrees that subject to certain terms and conditions, and the signing of this Agreement by the Resident, that it will provide a cat trap to the above noted person for use at the above noted residence.
2. The Resident hereby agrees that cat traps are not to be used when daytime and nighttime temperatures drop below freezing (0°C).
3. The Resident hereby agrees to assume full responsibility for the welfare of any animal, including adequate protection from the elements, caught in the cat trap while in their possession.
4. The Resident hereby agrees that if an animal is caught in the cat trap being used by the Resident that the Village assumes no responsibility or liability for the welfare of the animal.



5. The Resident hereby agrees that it is their sole responsibility to contact the Lloydminster and District SPCA and arrange for any animal caught in the cat trap to be brought to their facility at the Resident's own expense. The Village of Marwayne is not responsible for the care, transfer, or transportation of any animal caught in a cat trap under this agreement.
6. The Resident hereby agrees and waives their right to bring any claim, action, suit, proceeding or demand against the Village, its elected officials, officers, employees, servants, agents and/or contractors with respect to any incident, injury, damage, or inability to provide the service on the premises.
7. The Resident hereby agrees that they indemnify and save harmless the Village, its elected officials, officers, employees, servants, agents and/or contractors with respect to any claim, action, suit, proceeding or demand made or brought against the Village by any third party with respect to the provision of using a cat trap on the premises, and this indemnity, without restricting the generality of the foregoing, includes all legal costs incurred by the Village in defending such claims, actions, suits, proceedings or demands.

**IN ACKNOWLEDGEMENT OF THE ABOVE**, the Resident hereby requests the Village to provide a cat trap at the above noted premises. The Resident understands that Village operations take precedence over service requests and as such, service requests for cat traps may be delayed at any given time, and for any reason. The Resident hereby agrees to the terms and conditions as outlined under this agreement. And lastly, the Resident agrees that if their service request cannot be accommodated due to weather or improper use, the Village is relieved from any responsibility under this program.

**Resident Name:** \_\_\_\_\_

**Resident Address:** \_\_\_\_\_

**Resident Roll #:** \_\_\_\_\_

**Resident Phone Number:** \_\_\_\_\_

**IN WITNESS WHEREOF** this Agreement has been executed by the parties effective the day and year first above written notwithstanding the actual date or dates of execution.

\_\_\_\_\_  
**Chief Administrative Officer**  
**Village of Marwayne**

\_\_\_\_\_  
**Resident**