

Liability Release Agreement with Town of  
Richmond

This agreement made and entered into this \_\_\_\_ day of April, 2023 by and between Umiak LTD, a [state] corporation in good standing (“Umiak”) and the Town of Richmond, Vermont a Vermont municipal corporation and public instrumentality (“Town”), shall go into effect on the \_\_\_\_ day of April 2023 and shall remain in full force and effect through the September 15, 2023, unless terminated or extended as provided herein.

PREAMBLE WHEREAS the Town [owns/controls/holds an easement or license to use/control] a portion of the southern riverbank along the Winooski River at Overocker Park as depicted on the attached diagram;

WHEREAS the Town [permits/allows/licenses/contracts with] Umiak to operate a commercial river tubing operation from Overocker Park that involves, in part, transporting its customers from Overocker Park upriver to a point of ingress into the Winooski River;

WHEREAS Umiak believes that it (and its customers) would benefit from the installation of a non-permanent staircase at Overocker Park to facilitate its customers’ transition and ascension from the edge of the Winooski River to the Overocker Park parking area; and

WHEREAS Umiak will bear all costs and liability related to the design, construction, installation, maintenance and repair, replacement, removal, and use by **Umiak’s Clients**.

Now Therefore it is acknowledged and agreed by the parties as follows.

- 1) Umiak assumes all responsibility for the design, construction, installation, maintenance and repair, replacement, and removal of the staircase, including the safe anchoring or securing the same for the duration of the term of this Agreement.
- 2) Umiak assumes all responsibility for, costs, claims and losses of its Clients (whether arising property damage or personal injury), liabilities, judgments, and awards for usage of the staircase during the term of this Agreement. **Steps will be signed (posted) and will read, “for use of Umiak Outfitters clients only.” Said steps will be roped off when Umiak Outfitters operations are not active.**
- 3) Umiak will regularly communicate with the Town concerning the progress of the design, construction, installation, maintenance and repair, replacement, and removal of the staircase (as appropriate), it shall immediately advise the Town of any claims, losses, damages or personal injury arising from or related to usage of staircase and will notify the Town of any scheduled maintenance of the staircase, or temporary removal of the staircase due to highwater events.
- 4) Umiak will fully indemnify and hold harmless the Town from and against all **Umiak Clients claims**, lawsuits, judgments, losses, property damage or personal injury, or liability of any kind arising from or related to the staircase including reasonable attorneys’ fees and costs and expenses of litigation. Umiak shall obtain from an insurance company licensed to write/underwrite policies of insurance and maintain the same, or an equivalent replacement policy, in full force and effect throughout the term of this Agreement a policy or policies of commercial general liability and automobile insurance each having a coverage limit of no less than two million dollars

(\$2,000,000). The policy or policies of insurance shall specifically identify the Town as an additional insured, and shall provide that the Town will be provided no less than thirty day's advance notice of any cancellation or termination of coverage by the insurer. Umiak shall provide to the Town a certificate of insurance evidencing its compliance with this requirement before any installation of the staircase shall begin.

- 5) The Town shall have the right to inspect and test the installed staircase and to advise Umiak of any concerns the Town has about the construction, installation, or the anchoring of the staircase. Umiak shall acknowledge in writing the Town's notice of concerns and shall promptly correct any such concerns. If the Town's concerns are not addressed by Umiak within two (2) days of the notice to Umiak, the Town shall have the right to suspend use of the staircase until it is satisfied, in its reasonable judgment, that the same are safe for use by the public. If Umiak fails to undertake prompt efforts to adequately address the Town's concerns, the Town can terminate this agreement and remove the staircase, the cost of removal shall be billed by the Town to Umiak. Nothing herein shall relieve Umiak from its obligations under the preceding paragraph.
- 6) Umiak is not (and its employees and agents are not) an agent, employee or legally authorized representative of the Town, and it (and its employees and agents) shall no authority to act on behalf of or bind the Town.
- 7) This Agreement and any dispute arising hereunder shall be governed by the applicable laws of the State of Vermont.
- 8) If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable, that provision shall be stricken, and the rest and remainder of the Agreement shall be fully enforced in accordance with the remaining terms and conditions.

DATED at \_\_\_\_\_ Vermont this \_\_\_\_\_ day of April 2023.

Umiak LTD

Town of Richmond, Vermont

\_\_\_\_\_  
By: \_\_\_\_\_  
Duly Authorized

\_\_\_\_\_  
By: \_\_\_\_\_  
Duly Authorized