

**RELEASE FROM LIABILITY  
INDEMNIFICATION  
WAIVER OF CLAIMS  
ASSUMPTION OF RISKS**

**WHEREAS** the Fire Department of The Corporation of the Town of Tillsonburg (the “Town”) intends to install and operate traffic signal pre-emption apparatus to control traffic light signals (the “Traffic Control Apparatus”) on highways, property and equipment owned by The County of Oxford (the “County”);

**AND WHEREAS** the County has requested certain assurances regarding the installation and operation of the Traffic Control Apparatus;

**NOW THEREFORE, THIS AGREEMENT WITNESSES** that for good and valuable consideration, including the acceptance of the Traffic Control Apparatus on property owned or operated by the County, the sufficiency and receipt of which consideration are hereby acknowledged, the parties agree as follows:

1. ***Installation and Operation Permitted.*** The County agrees to permit the installation and operation of the Traffic Control Apparatus on certain highways, property and equipment owned by the County subject to the terms of this Agreement and the prior written approval of the County of the location of such installation and operation. Any and all Traffic Control Apparatus shall be installed, maintained, coordinated and operated by qualified personnel as contracted by the Town and approved by the County.
2. ***Definitions.*** As per Ontario Traffic Manual Book 12 Traffic Signals, as amended.

Traffic Control Signal: Any power operated traffic control device, whether manually, electrically, or mechanically operated, by which traffic is alternately directed to stop and permitted to proceed. Traffic Signal: 1) When used in general discussion, a traffic signal is a complete installation including signal heads, wiring, controller, poles and other appurtenances. 2) When used specifically, the term traffic signals refers to the signal head that conveys a message to the observer.

Pre-Emption: The transfer of the normal control of signals to a special signal control mode for the purpose of servicing railway crossings, emergency vehicle passage, transit vehicle passage, and other special tasks, the control of which require terminating normal traffic control to provide priority needs of the special task.

Pre-Emptor: A device or program/routine which provides pre-emption.

3. **Term.** The term of this Agreement shall commence on the date of execution of this Agreement noted below and run for a period of ten (10) years (the "Term") unless terminated earlier pursuant to the provisions of this Agreement.
4. **Renewal.** The Town shall have the option to renew the Agreement for a further Term upon sixty (60) days written notice to the County prior to the expiration of the initial Term of this Agreement provided the Town is not in default of any of the provisions of this Agreement.
5. **Release and Indemnification.** The Town releases and indemnifies the County, its officers, agents, employees, contractors, affiliates and representatives (collectively, the "Releasees"), from any and all liability that they or any of them may have, for any personal injury, death, property damage or other loss, sustained by any persons in connection with, or as a result of, the installation and operation of the Traffic Control Apparatus, due to the negligence of the Town, its officers, agents, employees, contractors, affiliates and representatives.
6. **Insurance.** The Town shall, at its sole expense, obtain and keep in force, insurance satisfactory to the County including General Liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage to an inclusive limit of not less than \$2 million per occurrence. This policy shall include the County as additional insured with respect to liability arising in connection with this Agreement and shall include a thirty (30) day written notice of cancellation, termination or material change.
7. **Waiver of Claims.** The Town waives any and all claims it may now and in the future have against the Releasees, or any of them, and it agrees not to sue the Releasees, or any of them, for any personal injury, death, property damage or other loss, sustained by any person in connection with, or as a result of, the installation and operation of the Traffic Control Apparatus, due to any cause not within the control of the Releasees.
8. **Acknowledgement of Risk.** The Town acknowledges that there are certain risks involved in its installation and operation of the Traffic Control Apparatus, in addition to the usual risks and dangers inherent in the use of highways and control of traffic signal equipment, including without limitation, damage to or malfunction of equipment or facilities, vehicular collisions and physical contact or injury to pedestrians, cyclists and other users of the highways.
9. **Assumption of Risks.** As between the parties, the Town hereby assumes and accepts all of the dangers and risks connected with, or related in any way to, the installation and operation of the Traffic Control Apparatus, and the possibility of personal injury, death, property damage or loss resulting from any of the foregoing.
10. **No Representation.** In entering into this Agreement, the Town confirms that it is not relying on any representation or statement made by the County or any of the

Releasees, whether oral or in writing, to induce it to install or operate the Traffic Control Apparatus.

11. **Amendment.** This Agreement may not be modified unless agreed to in writing by the parties.

12. **Notices.** All notices in this Agreement shall be in writing and shall be deemed to have been given if delivered by hand or mailed by ordinary mail, postage prepaid, addressed to the person to whom such notice is intended to be given at the following address:

For the Town:

The Corporation of the Town of Tillsonburg  
**ATTENTION: Donna Wilson, Town Clerk**  
200 Broadway, Suite 204  
Tillsonburg ON N4G 5A7  
Fax: 519-842-9431  
Email: dewilson@tillsonburg.ca

For the County:

County of Oxford  
**ATTENTION: Peter M. Crockett, CAO**  
21 Reeve Street  
PO BOX 1614  
Woodstock ON N4S 7Y3  
Fax: 519-537-1053  
pcrockett@oxfordcounty.ca

If mailed, such notices must also be given by facsimile transmission on the date it was so mailed. If so given, such notices shall be deemed to have been received on the first business day following the date it was delivered or marked mailed out.

13. **Binding Agreement.** This Agreement constitutes a legally binding obligation enforceable in accordance with its terms, and that it shall be binding upon and enure to the benefit of the heirs, executors, legal personal representatives, administrators, successors and assigns (as the case may be) of the parties hereto.

14. **Governing Law.** This Agreement shall be governed by the laws of the Province of Ontario and the laws of Canada applicable therein and each of the parties hereby submits to the exclusive jurisdiction of the Province of Ontario in connection with this Agreement.

**DATED** this 28th day of October, 2019.

**IN WITNESS WHEREOF** the parties have executed this Agreement.

**The Corporation of the Town of  
Tillsonburg**

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Stephen Molnar  
Mayor

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Donna Wilson  
Town Clerk

We have authority to bind The  
Corporation of the Town of Tillsonburg.

**County of Oxford**

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Peter M. Crockett, P. Eng.  
CAO

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Director of Public Works

We have authority to bind The  
Corporation of the County of Oxford.