

**NORTHWEST ARCTIC BOROUGH
RESOLUTION 23-45**

A RESOLUTION OF THE NORTHWEST ARCTIC BOROUGH ASSEMBLY APPROVING A CONTRACT FOR THE REGIONAL BOILER REPAIR PROJECT WITH NORTHERN CONTRACTORS AND CONSULTING, LLC, IN PARTNERSHIP WITH NANA REGIONAL CORPORATION, AND FOR RELATED PURPOSES.

WHEREAS: the Northwest Arctic Borough Assembly (“Assembly”) is the governing body of the Northwest Arctic Borough (“NAB”); and

WHEREAS: the Assembly desires to ensure the safety and well-being of Borough residents in their communities; and

WHEREAS: the Assembly adopted Resolution 22-58 on October 10, 2022, approving a partnership with NANA Regional Corporation (“NANA”) to fund a Regional Boiler Repair Project for Elders in all 11 NAB communities, with each entity providing \$350,000 for a total of \$700,000; and

WHEREAS: the Northwest Arctic Borough issued RFP No. FY23-03 for the award of a contract for the NAB Regional Boiler Repair Project; and

WHEREAS: the Borough Evaluation Committee reviewed the only responsive proposal from Northern Contractors and Consulting, LLC and determined they offered the best combination of price and performance for the Borough’s requested scope of services; and

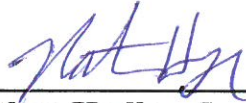
WHEREAS: the Borough issued a notice of intent to award a contract to Northern Contractors and Consulting, LLC; and

WHEREAS: the Borough and NANA agreed to the terms of a proposed boiler repair contract, including a local training component through NANA Construction, LLC, with potential contractor Northern Contractors and Consulting, LLC; and

WHEREAS: the Borough wishes to move forward with negotiation and execution of a contract with Northern Contractors and Consulting, LLC in an amount not to exceed \$700,000.00 based on its responsive proposal, for services performed through June 30, 2024.

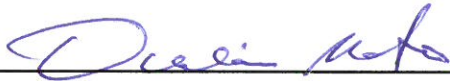
NOW THEREFORE BE IT RESOLVED: the Northwest Arctic Borough Assembly authorizes Mayor Dickie Moto, Sr., to execute a contract in substantially the same form as accompanies this resolution for the NAB Regional Boiler Repair Project with Northern Contractors and Consulting, LLC in an amount not to exceed \$700,000.00.

PASSED AND ADOPTED THIS 25th DAY OF JULY 2023.




Nathan Hadley, Jr., Assembly President

PASSED AND APPROVED THIS 25th DAY OF JULY 2023.



Dickie Moto, Sr., Mayor

SIGNED AND ATTESTED TO THIS 25th DAY OF JULY 2023.



Stella Atoruk, Borough Clerk

ATTEST:



BOILER SERVICE AGREEMENT

This Agreement is entered into this ____ day of July (the “**Effective Date**”) between the Northwest Arctic Borough, an Alaska municipal corporation (“**NAB**” or the “**Borough**”), whose address is P.O. Box 1110, Kotzebue, Alaska 99752 and Northern Contractors & Consulting, LLC, an Alaska limited liability corporation, (“**Contractor**”), whose address is 3705 Arctic Blvd. 2644, Anchorage, Alaska 99503 for the residential boiler repair, as described in Exhibit A to this Agreement (the “**Project**”).

The Borough and Contractor agree as follows:

1. THE WORK. Contractor shall complete all the work on the Project as specified in the Scope of Work included and also contained in the Contract Documents (as defined below in Section 6) and incorporated in this Agreement (the “**Work**”). The Work is generally described as the Northwest Arctic residential boiler repair program.

2. TIME OF COMMENCEMENT AND COMPLETION. The Work to be performed under this Agreement shall be commenced upon receipt of a Notice to Proceed and completed no later than June 30, 2024 (the “**Completion Date**”). Start date is anticipated to be on or about July 26, 2023.

3. CONTRACT AMOUNT.

a. The Borough shall pay Contractor on a time and materials basis in a contract amount not to exceed \$700,000.00 (the “**Contract Sum**”) for the satisfactory performance of the Work, subject to additions and deductions by Change Order as provided in this Agreement.

b. The Borough shall not issue any change order or other directive requiring additional compensable work to be performed under this Agreement, which work causes the aggregate amount payable under the Agreement to exceed the appropriated amount for the original contract, unless the Contractor is given written assurance by the Borough that lawful appropriations to cover the costs of the additional work have been made or unless such work is covered under a remedy in the Agreement.

4. PROGRESS PAYMENTS. Based upon Applications for Payment submitted to the Borough by the Contractor and Certificates for Payment issued by the Borough to Contractor, the Borough shall make progress payments to Contractor as follows:

a. Bi-weekly progress payment requests shall be remitted within 7 days of issuance of Certificates for Payment to the Borough. The Borough Representative will endeavor to approve Applications for Payment within 48 hours of verified receipt.

5. FINAL PAYMENT. After completion of the Work, provided that Contractor has fully performed the Agreement, subject to the provisions of Section 16 of this Agreement, the Borough shall make final payment to Contractor after issuing a final Certificate for Payment. The Borough shall withhold from final payments any amounts as otherwise required under this Agreement.

6. CONTRACT DOCUMENTS.

- a. The Contract Documents include: (i) the Agreement; and (ii) Change Orders, if applicable.
- b. The Contract Documents form the Agreement and what is required by anyone shall be as binding as if required by all. The intent of the Contract Documents is to include all labor, materials, equipment, and other items necessary for the proper execution and completion of the Work, and the terms and conditions of payment therefore, and also to include all Work which may be reasonably inferable from the Contract Documents as being necessary to produce the intended results.
- c. The term “Work” as used in the Contract Documents includes all labor necessary to complete the Work required by the Contract Documents, and all materials and equipment incorporated or to be incorporated in such services.

7. BOROUGH’S REPRESENTATIVE.

- a. The Borough shall issue all instructions to the Contractor through the Borough Representative, designated as: Clara Jones, Director of Public Services.
- b. The Borough Representative will provide general administration of the Agreement and will be the Borough’s representative during the Project and until issuance of the final Certificate for Payment.
- c. The Borough Representative shall at all times have access to the Project wherever it is in preparation and progress.
- d. The Borough Representative will make periodic visits to the Project site to determine in general if the Work is proceeding in accordance with the Contract Documents. On the basis of on-site observations, the Borough Representative will keep the Borough informed of the progress of the Work, and will endeavor to protect the Borough against defects and deficiencies in the Work of the Contractor. The Borough Representative will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Borough Representative will not be responsible for Contractor’s means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, and will not be responsible

for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

e. Based on such observations and the Contractor's Applications for Payment, the Borough Representative will determine the amounts owing to the Contractor and will issue Certificates for Payment in accordance with Section 16 of this Agreement.

f. The Borough Representative will be, in the first instance, the interpreter of the requirements of the Contract Documents. The Borough Representative will make decisions on all claims and disputes between the Borough and the Contractor.

g. The Borough Representative will have authority to reject Work not conforming to the Contract Documents.

h. The Borough shall issue all instructions to the Contractor through the Borough Representative.

8. CONTRACTOR.

a. Contractor shall perform the work as an Independent Contractor pursuant to this Agreement. Nothing contained in this Agreement shall be construed in such manner as to create the relationship of employer/employee between Contractor and the Borough, or between Contractor's subcontractors, associates, agents or employees and the Borough.

b. Contractor shall supervise and direct the Work, using Contractor's best skill and attention. Contractor shall be solely responsible for all plumbing, electrical, construction, and installation means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Agreement.

c. Unless otherwise specifically noted for the Project, Contractor shall provide and pay for all labor, expertise, materials, equipment, tools, freight/delivery, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Work.

d. Contractor shall at all times enforce strict discipline and good order among Contractor's employees, and shall not employ on the Work any unfit person or anyone not skilled in the task assigned to Contractor.

e. Contractor must comply with all applicable state, federal, state, and local Project-related rules and regulations.

f. Contractor warrants to the Borough and the Borough Representative that all Work will be of good quality, free from faults and defects and in conformance with the

Contract Documents. All Work not conforming to these standards may be considered defective.

g. Contractor shall pay any sales, consumer use and other similar taxes required by law and shall secure all permits, and licenses necessary for the execution of the Work at Contractor's sole expense.

h. Contractor shall give all notices and comply with all laws, ordinances, rules, regulations, and orders of any public authority bearing on the performance of the Work.

i. Contractor shall be responsible for the acts and omissions of all Contractor's employees and all subcontractors, their agents and employees and all other persons or entities performing any of the Work under a contract with the Contractor.

k. Contractor at all times shall keep the Project sites free from accumulation of waste materials and debris caused by Contractor's operations. At the completion of the Work, Contractor shall leave Project sites in a neat and orderly condition.

9. SUBCONTRACTS.

a. A Subcontractor is a person who has a contract with Contractor to perform any of the Work at the site.

b. Unless otherwise specified in the Contract Documents, Contractor as soon as practicable after the award of the Agreement, shall furnish to the Borough Representative in writing a list of the names of Subcontractors proposed for the principal portions of the Work. The Contractor shall not utilize or employ any subcontractor to whom the Borough Representative or the Borough may have a reasonable objection. Contracts between Contractor and Subcontractors shall be in accordance with the terms of this Agreement and shall include the general conditions of this Agreement insofar as applicable.

10. DISPUTES.

a. The provisions of this Section 10 will govern the procedures to be followed in the event of a dispute under this Agreement.

b. The Borough Representative shall be the initial interpreter of the requirements of the Contract Documents and judge the acceptability of the Work thereunder. Claims, disputes, and other matters relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the performance and furnishing of the Work and changes in the Work will be referred initially to the Borough Representative in writing with a request for a decision. Written notice of each such claim, dispute or other matter will be delivered by Contractor to the Borough Representative

promptly after the occurrence or event giving rise thereto. The Borough Representative will render a decision in writing promptly after receipt of the submittal, allowing sufficient time for review of the matter. The Borough Representative's decision on such claim, dispute or other matter will be final and binding upon the Contractor.

11. DELAY. All of the Work will be completed and ready for final payment by the date specified in this Agreement. If Contractor is delayed at any time in the progress of the Work by changes ordered in the Work, by labor disputes, fire, unusual delay in transportation, unavoidable casualties, causes beyond the Contractor's control, or by any cause which the Borough Representative may determine justifies the delay, then the Completion Date shall be extended by Change Order for such reasonable time as the Borough Representative may determine.

12. PAYMENTS.

a. The Borough will make payments as detailed in Section 4 of this Agreement.

b. Payments may be withheld on account of: (i) defective Work not remedied; (ii) claims asserted or evidence which indicates probable assertion of claims; (iii) failure of Contractor to make payments properly to Subcontractors or for labor, materials, or equipment; (iv) damage to another contractor or the Borough; or (v) unsatisfactory performance of the Work by Contractor.

c. Final payment shall not be due until: (i) the Borough has approved the Work as complying with the Agreement; and (ii) the Borough and Contractor have complied with all requirements for issuance of final Certificate for Payment.

13. RISK OF LOSS. Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to: (i) all employees on the Work and other persons who may be affected thereby; (ii) all the Work and all materials and equipment to be incorporated therein; and (iii) other property at the Project sites. All damage or loss to any property caused in whole or in part by the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, shall be remedied by Contractor.

14. INDEMNIFICATION.

a. Contractor shall indemnify and hold harmless the Borough and its respective officers, agents and employees, and insurers from and against all liability, claims and demands, on account of injury, loss or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or

damage, or any other loss of any kind whatsoever, which arise out of or are in any way connected with this Agreement. If such injury, loss, or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of Contractor or any Subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor or any Subcontractor of Contractor, or which arise out of any workers' compensation claim of any employee of Contractor or any Subcontractor of Contractor.

b. Contractor agrees to investigate, handle, respond to, and to provide defense for and defend against, any such liability, claims or demands at the sole expense of Contractor, or at the option of the Borough, agrees to pay the Borough or reimburse the Borough for defense costs incurred by the Borough in connection with, any such liability, claims or demands. In carrying out any of the provisions of this Agreement or in exercising any power or authority thereby, there shall be no personal liability of the Borough or the Borough Representative, or officials, attorneys, employees, and agents thereof.

c. Contractor also agrees to bear all other costs and expenses related to its obligations to indemnify the Borough under this Section 14, including court costs and attorney fees, whether any such liability, claims or demands alleged are groundless, false or fraudulent. The obligation of these provisions shall not extend to any injury, loss or damage which is caused by the act, omission, or other fault of the Borough.

15. INSURANCE.

a. Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the Contractor pursuant to this Section 15. Such insurance shall be in addition to any other insurance requirements imposed by this Agreement or by law. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

b. Contractor shall procure and maintain, and shall cause any Subcontractor of the Contractor to procure and maintain, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the Borough. All coverages shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Contractor pursuant to this Agreement. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

c. Workers' Compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of work under this Agreement.

d. Commercial General Liability insurance with minimum combined single limits of \$1,000,000 for each occurrence and \$1,000,000 aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall include coverage for explosion, collapse, and underground hazards. The policy shall contain a severability of interests provision.

e. The policies required by this Section 15 shall be endorsed to include the Borough and the Borough's Representative, and officers and employees thereof, as additional insureds. Every policy required above shall be primary insurance and any insurance carried by the Borough, its officers, or its employees, or carried by or provided through any insurance pool of the Borough, shall be excess and not contributory insurance to that provided by Contractor. No additional insured endorsement to any policy shall contain any exclusion for bodily injury or property damage arising from completed operations. Contractor shall be solely responsible for any deductible losses under any policy required above.

f. The certificate of insurance provided to the Borough shall be completed by Contractor's insurance agent as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be reviewed and approved by the Borough prior to commencement of the Work. The certificate shall identify this Agreement and shall provide that the coverages afforded under the policies shall not be cancelled, terminated or materially changed until at least 30 days' prior written notice has been given to the Borough. Any statement of the certificates which describe this 30-day prior written notice as being less than obligatory shall be stricken and initialed by the insurance agent completing the certificates. The completed certificate of insurance shall be sent to the Borough.

16. ACCEPTANCE OF THE WORK. No act of the Borough or the Borough's Representative in overseeing this Agreement shall be regarded as an acceptance of such Work or any part thereof, or of materials used therein, either wholly or in part. Acceptance shall be evidenced only by the final certificate of the Borough. Before any final certificate shall issue, Contractor shall execute a verification on the certificate that it accepts the same in full payment and settlement of all claims on account of Work done, and materials furnished under this Agreement, and that all claims for materials provided or labor performed have been paid or set aside in full. No waiver of any breach of this Agreement by the Borough or anyone acting on the Borough's behalf shall be held as a waiver of any other subsequent breach thereof.

17. CHANGES IN THE WORK.

a. The Borough, without invalidating the Agreement, may order Changes in the Work consisting of additions, deletions, or modifications with the Contract Sum and the Completion Date being adjusted accordingly.

b. All such changes in the Work shall be authorized by written Change Order signed by the Borough.

c. The Contract Sum and the Completion Date may be changed only by Change Order.

d. The cost or credit to the Borough, if any, from a Change in the Work shall be determined by unit prices if specified in the contract documents, or by mutual agreement.

18. TERMINATION BY CONTRACTOR. If the Borough fails to issue a payment for a period of 30 days through no fault of the Contractor, or if the Borough fails to make payment thereon for a period of 30 days from issuance of a payment, the Contractor may, upon 14 days' written notice to the Borough, terminate the Agreement, provided however, that the Borough shall first have an opportunity to remit such payment within the 14-day period following written notice.

19. TERMINATION BY THE BOROUGH. If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents or fails to perform any provision of the Agreement, the Borough may, after 14 days' written notice to the Contractor and without prejudice to any other remedy the Borough may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor or, at the Borough's option, may terminate Contractor's work under the Agreement and may finish the Work by whatever method the Borough may deem expedient, and if the unpaid balance of the Contract Sum exceeds the expense of finishing the Work, such excess shall be paid to the Contractor, but if such expense exceeds such unpaid balance, the Contractor shall pay the difference to the Borough. These rights and remedies are in addition to any right to damages or other rights and remedies allowed by law.

20. PERMITS. Contractor is solely responsible for obtaining and paying for all necessary permits and licenses for the Project.

21. SAFETY. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connections with the Work. The Contractor shall take all reasonable safety precautions and provide all reasonable protection to prevent damage, injury, or loss to all employees and Subcontractors at the worksite and all other persons affected by the Work, all materials and equipment in the

care and custody of the Contractor or Subcontractor, all Work, and all property at the work site.

22. ADDITIONAL PROVISIONS.

a. Notices. Unless otherwise provided in this Agreement, any notices or other communications required or permitted by this Agreement to be delivered to the Borough or Contractor shall be in writing and shall be considered delivered when personally delivered to the party to whom it is addressed, or in lieu of such personal delivery, when deposited in the United States mail, certified mail, postage prepaid, addressed to the Borough or Contractor at the address set forth elsewhere in this Agreement.

b. Entire Agreement. This Agreement constitutes the entire Agreement between the Borough and Contractor. It supersedes all prior oral and written understandings and agreements. It may be amended, supplemented, or modified only by a written instrument duly executed by Contractor and the Borough. It shall bind the Borough and Contractor, and their contractors, successors, executors, administrators, assigns, and legal representatives.

c. No third-party beneficiaries. Nothing contained in this Agreement shall be construed to give any rights or benefits hereunder to anyone other than to the Borough and the Contractor.


d. Non-exclusivity. The Borough reserves the right to enter into separate agreements directly with any contractor or supplier for any purpose.

e. Disbursement of Moneys. All disbursement of moneys by the Borough under this Agreement shall be subject to appropriations.

f. Law and Venue. This Agreement shall be governed by the laws of the State of Alaska. Venue and jurisdiction for any legal proceeding relating to this Agreement shall be the Alaska State Court in Kotzebue, Alaska.

g. Non-Discrimination. Contractor may not discriminate against any employee or applicant for employment because of race, religion, color, national origin, age, physical handicap, sex, marital status, changes in marital status, pregnancy, or parenthood. Contractor shall post in a conspicuous place, available to employees and applicants for employment, a notice setting out the provisions of this paragraph.

NORTHWEST ARCTIC BOROUGH



Dickey Moto, Sr., Mayor

**NORTHERN CONTRACTORS AND
CONSULTANTS, LLC**



Cliff Johnson, President and Chief
Executive Officer

EXHIBIT A

Scope of Work

1. Residential Boiler Repair Program Background.

In coordination with NANA Regional Corporation, the Borough is undertaking a residential boiler repair program for all 11 villages in the Northwest Arctic Borough (the "Program"). The Program will provide basic boiler and Toyostove repair services to selected Borough households. Contractor will provide all Program services.

The Program will provide basic boiler and Toyostove repairs for elders. For the Program, "Elders" are residents the age of 60 and over. Eligible recipients of Program services must be Elders who are the head of the household. The Borough will provide a list of Program recipients to the Contractor. Participating Elders will have completed a one-page application identifying the type of boiler and potential issues to help guide the Contractor through planning and parts prior to onsite work. They must also execute a Borough-prepared liability waiver naming NAB, NANA, and Contractor as released parties, which is attached as Exhibit B to this Agreement.

2. Residential Repairs.

Contractor will provide basic inspection, cleaning, and calibration services for each identified eligible household. Contractor will strive to repair or replace necessary parts up to the Household Limit (as defined below). Contractor will also be directed to cease services if unsafe conditions are discovered.

Each household will be eligible for basic boiler repair services in an amount up to \$800 ("Household Limit"), to include all parts and labor. Services, including necessary parts, in excess of the Household Limit will be the responsibility of the household and may be agreed upon at the time of service with the Contractor, prior to incurring costs above \$800.

3. Trainees.

Contractor will endeavor to work with NANA-employed trainees. NANA Construction LLC will employ these Trainees to work with Contractor. Although NANA Construction will be responsible for all employment related issues, Contractor will be responsible for directing and guiding Trainees' work on site.

4. Village Priorities.

The Program will serve Kotzebue and the 10 surrounding NAB communities: Ambler (Ivisaappaat), Buckland (Nunatchiaq), Deering (Ipnaatchiaq), Kiana (Katyaak), Kivalina (Kivaliniq), Kobuk (Laugviik), Noatak (Napaaqtugmiut), Noorvik (Nuurvik), Selawik (Akuligaq), and Shungnak (Isiijnaq). The parties will consider focusing on subregions in order to maximize efficiency in the following priority:

1. Upper Kobuk (Ambler, Kobuk, and Shungnak)
2. Coastal Villages (Buckland, Deering, Kivalina, and Noatak)
3. Mid Region (Kiana, Noorvik, and Selawik)
4. Kotzebue

5. Village Logistics.

The Borough will work with the Contractor to locate local housing and local transportation.

EXHIBIT B

RESIDENTIAL BOILER ASSISTANCE PROGRAM

The Northwest Arctic Borough (“**Borough** or **NAB**”), in coordination with NANA Regional Corporation (“**NANA**”), provides boiler repair assistance without charge on a limited basis to qualified individuals and entities, including for Elders over 60 years of age.

I, _____, am voluntarily signing this Assumption of Risk, Release of Liability, and Waiver of Claims (the “**Agreement**”) in consideration for receiving no-cost repair assistance through the Residential Boiler Repair Assistance Program (“**Program**”). I acknowledge that I am voluntarily choosing to participate in this Program and may opt out. I confirm that I am over 18 years of age and an authorized representative of my household with authority to act on behalf of my residence and its occupants, including authorizing maintenance activities.

I acknowledge and understand that there are many risks associated with boiler repair and boiler systems. I understand and assume all risks, known and unknown, that are or may be associated my voluntary participation in this Program. I also accept that the limited services provided by the Program may not fix my boiler. Risks of boiler repair under the Program include, but are not limited to the possibility of boiler explosion, carbon monoxide poisoning, boiler breakdown, fire, electrical malfunction, and risks and damages related to water leaks and flooding. I acknowledge and understand that the risks associated with boiler use and repairs **may also include injury or death**. I acknowledge and understand that the risks associated with boiler repair under the Program also present risks of property damage, including to my home or to any property located nearby.

I understand and assume all risks, known and unknown, that are or may be associated my voluntary participation in receiving boiler repair assistance through this Program. I acknowledge and understand that injuries I may sustain in relation to this Program, and any defects or deficiencies in the Program and its staff, facilities, tools, equipment, and services/work **may be the result of the Borough and Program staff’s negligent acts or omissions** in administering this Program and maintaining those facilities, tools, equipment, or services/work.

In consideration for receiving services through the Program, I hereby voluntarily release, forever discharge, waive, and agree to indemnify and hold harmless the Borough and NANA and their respective agents, contractors, officers, and employees, and all other persons or entities acting in any capacity on their behalf under the Program from any and all claims, demands, causes of action, liability, or injuries, including death, which may arise

in connection with my voluntary participation in this Program and my receipt of the associated services. **IT IS MY INTENT TO RELEASE ALL LIABILITY, INCLUDING ANY CLAIMS WHICH ARISE OUT OF OR ALLEGE NEGLIGENT ACTS OR OMISSIONS OF THE BOROUGH AND NANA AND THEIR RESPECTIVE AGENTS, OFFICERS, VOLUNTEERS, AND EMPLOYEES.**

I agree that this Agreement is intended to be interpreted as broadly as possible, and that if any portion of this Agreement is found to be void or unenforceable, the remaining portion shall remain in full force and effect. I understand that this Agreement constitutes the entire agreement between me and the Borough and NANA, and that this Agreement can only be modified in writing signed by both me and the Borough. **I HAVE READ THIS AGREEMENT, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND FREELY AGREE TO BE BOUND BY ITS TERMS.**

Signature: _____

Date _____

Printed Name: _____