

Craig Bryant, Mayor  
Chris Witt, Vice Mayor  
Jamie Manspile  
Marlon Rickman  
Chris Petty



**Buchanan Town Council**  
**Monday, September 19, 2022**  
**7:00pm**  
**Work Session**  
**Council Chambers**  
**19753 Main Street**  
**Buchanan, VA 24066**

## **AGENDA**

- A. ROLL CALL AND ESTABLISHMENT OF QUORUM**
- B. UPDATE / FOLLOW-UP FACTORY FLATS, LLC**
- C. TREE PROGRAM CONVERSATION**
- D. BUDGET UPDATE (FY 2021/2022)**
- E. FOLLOW-UP BANNER DISCUSSION**
- F. BRIDGE STREET LEAK REPORT**
- G. UPDATE / FOLLOW-UP TOWN SPEED LIMIT**
- H. REVIEW DRAFT RELEASE CHARLIE'S PLACE**
- I. UPDATE / FOLLOW-UP SOUTHVIEW**
- J. ADJOURNMENT**

## **RELEASE OF LIABILITY**

The landowner named below (referred to as "I" or "me") desires to have the Town of Buchanan, Virginia (the "Town"), through its agents and employees, remove a certain boulder from the driveway on their property (the "Activity") identified by tax map number 65A(2)22B (the "Premises").

In consideration of the Town's services in removing the boulder from the my driveway, and in recognition of the Town's reliance hereon, I agree to all the terms and conditions set forth in this agreement (this "Release").

1. I am aware and understand that the the Activity is a potentially dangerous activity that involves the risk of property damage as well as serious injury. I am aware that in carrying out the Activity, the Town will need to use equipment, potentially multiple pieces of heavy equipment, that has the potential of causing property damage to the Premises. I acknowledge that these risks may result from or be compounded by the actions, omissions, or negligence of Town employees or others. I understand that the Town cannot guarantee that I or the Premises will not be injured or damaged in carrying out the Activity. NOTWITHSTANDING THESE RISKS, I ACKNOWLEDGE THAT I AM VOLUNTARILY ASSENTING TO THE TOWN'S CARRYING OUT OF THE ACTIVITY WITH KNOWLEDGE OF THE RISKS INVOLVED. I HEREBY AGREE TO ACCEPT AND ASSUME ALL RISKS OF INJURY, PROPERTY DAMAGE, AND/OR FINANCIAL LOSS ARISING THEREFROM, WHETHER CAUSED BY THE ORDINARY NEGLIGENCE OF THE TOWN OR OTHERWISE.

2. I hereby expressly waive and release any and all claims, now known or hereafter known, against the Town and its officers, managers, employees, and agents (collectively, "Releasees") on account of personal or psychological injury, property damage, or financial loss arising out of or attributable to the carrying out of the Activity, whether arising out of the ordinary negligence of the Town or any Releasees or otherwise. I covenant not to make or bring any such claim against the Town or any other Releasee, and forever release and discharge the Town and all other Releasees from liability under such claims.

3. This Release constitutes the sole and entire agreement of the Town and me with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Release is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Release or invalidate or render unenforceable such term or provision in any other jurisdiction. This Release is binding on and shall inure to the benefit of the Town and me and our respective successors and assigns. All matters arising out of or relating to this Release shall be governed by and construed in accordance with the internal laws of the Commonwealth of Virginia without giving effect to any choice or conflict of law provision or rule. Any claim or cause of action arising under this Release may be brought only in the state

courts located in Botetourt County, Virginia or the Federal Western District of Virginia located in Roanoke, Virginia, and I hereby consent to the exclusive jurisdiction of such courts.

[SIGNATURE PAGE FOLLOWS]

**BY SIGNING, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS RELEASE AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE TOWN.**

Signed:

\_\_\_\_\_

Printed Name:

\_\_\_\_\_

Address:

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_