

## **Placerville Limitations on City's Liability and Certifications, Assurances and Warranties – (Must be completed by all applicants)**

### **a. WAIVER AND RELEASE OF LIABILITY AND AGREEMENT TO INDEMNIFY THE CITY OF PLACERVILLE**

The applicant and all owners and operators hereby waive and releases the City from any and all liability for monetary damages related to or arising from the application for a permit, the City's decision to not issue the commercial cannabis business permit, the City's issuance of the commercial cannabis business permit, the City's decision to approve the operation of the commercial cannabis business or activity, the process used by the City in making its decision, or the enforcement of the conditions of the permit or any repeal or amendment of any provision of the Municipal Code relating to cannabis . The applicant certifies that under no circumstances shall the applicant cause any cause of action for monetary damages against the City of Placerville, the permitting official or any City employee or agent as a result of this permit application or issuance or the enforcement of the conditions of the permit.

### **b. RELEASE CITY OF PLACERVILLE FROM LIABILITY FOR ISSUING THE APPLICANT A PERMIT**

By applying for a permit pursuant to the Placerville Commercial Cannabis Business Permit and by accepting a permit, from the City of Placerville Community Development Department acting as the Placerville Local Permitting Authority, the applicant/permittee, owners and operators, and each of them, waives and releases Placerville, and its elected officials, employees, agents, insurers and attorneys, and each of them, from any liability for injuries, damages, costs and expenses of any nature whatsoever that result or relate to the investigation, arrest or prosecution of business owners, operators, employees; clients or customers of the applicant/permittee for a violation of state or federal laws, rules or regulations relating to cannabis activities.

### **c. AGREEMENT TO INDEMNIFY CITY OF PLACERVILLE**

By applying for a permit pursuant to the Placerville Commercial Cannabis Permit Program and by accepting a permit, from the Placerville Community Development Department acting as the Placerville Local Permitting Authority, the applicant/permittee, owners and operators, and each of them, jointly and severally if more than one, agrees to indemnify, defend and hold harmless Placerville, and its elected officials, employees, agents, insurers and attorneys, and each of them, against all liability, claims and demands, of any nature whatsoever, including, but not limited to, those arising from bodily injury, sickness, disease, death, property loss and property damage, arising out of or in any manner related to the operation of the commercial cannabis business that is the subject of the permit.

- d. The applicant, commercial cannabis business manager and anyone with an ownership interest in the business referenced herein represents and certifies they have submitted to a Live Scan and/or background check no earlier than 30 days prior to the date of this application.
- e. For renewals, the applicant represents and certifies that they continue to hold in good standing any permit/license required by the State of California where applicable for a commercial cannabis business operation.

- f. The applicant understands that operators, employees and members of the commercial cannabis business may be subject to prosecution under Federal Laws.
- g. The person whose signature appears below is authorized to sign this application on behalf of the business and has submitted this information and all attachments as required by the application process to obtain a commercial cannabis permit from the City of Placerville.

I declare under penalty of perjury that the information provided on this form is true and correct and do hereby apply for a permit pursuant to Placerville Municipal Code Chapter 5.28 and in compliance with Placerville Municipal Code Section 5.28.060, and all other applicable Sections of this Ordinance.

\_\_\_\_\_  
Applicant Signature

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Date

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of \_\_\_\_\_

Subscribed and sworn to (or affirmed) before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

(Seal) Signature \_\_\_\_\_