

WAIVER/INDEMNITY

WHEREAS, _____ ("Requester") seeks to obtain a copy of Red Light Camera Video Recordings in possession of American Traffic Solutions, Inc. ("ATS");

WHEREAS, said video recordings may only be released upon the consent and authorization of the Nassau County Traffic and Parking Violations Agency ("TPVA"); and

WHEREAS; the County of Nassau ("County") and TPVA consent to the release of such Video Recordings pursuant to a court order or a so ordered subpoena upon the terms and conditions set forth herein.

NOW THEREFORE, the Requestor agrees to the following:

1. Requester understands that any Video Recordings made available or provided to the Requester is on an "as is" basis and without guarantees or representations of any kind (express or implied) or any liability to the fullest extent permissible pursuant to applicable law. The County or TPVA make no representation about the accuracy, applicability, completeness or suitability of the information contained in the Video Recordings provided for any purpose. All such information is provided "as is" without *warranty* of any kind. The County and TPVA disclaims all warranties and conditions with regard to this information, including without limitation, all implied warranties and conditions of merchantability, fitness for a particular purpose and non-infringement. In no event shall the County or TPVA be liable for any special, direct, indirect, consequential or incidental damages or damages caused or alleged to have been caused by or in connection with the use of or reliance on the Video Recordings or contents contained therein, whether in action of contract, negligence or other tortious action, arising out of or in connection with the use of Video Recordings.
2. Requestor releases the County, TPVA, its officers, directors, employees, attorneys, agents or other representatives from any and all claims, demands, causes of actions, losses, damages, liabilities, costs and expenses (including attorneys' fees), whether known or unknown, liquidated or contingent, arising from or relating to the use of the Video Recordings.
3. The Requester agrees to release, protect, defend, indemnify and hold harmless the County, TPVA, its officers, directors, employees, attorneys, agents or other representatives from and against any and all loss, costs (including reasonable attorneys' fees, etc.), injury (to person or property), claims, actions, losses, damages,

liabilities, costs, associated with or arising out of the use of the Video Recordings to the extent caused or provoked by Requestor, by any of its agents, client, representatives, vendors, employees, guests, invitees or by any other third party. Furthermore, Requestor covenants not to sue the County or TPVA for any such claim.

By signing below, the Requestor acknowledges that it wishes to proceed with the use of the Video Recordings under the terms and conditions set forth herein.

ACCEPTED AND AGREED TO:

Requestor:

By: _____
Name: _____
Title: _____ (authorized representative)
Date: _____