

## RELEASE

**THIS RELEASE** is made as of the \_\_\_ day of \_\_\_\_\_, 20\_\_, by and between **AMERICAN TRAFFIC SOLUTIONS**, a Kansas corporation (“ATS”), and \_\_\_\_\_, (“Requestor”)

**WHEREAS**, ATS retains digital video recordings (the “Video Recording”) of traffic offenses.

**WHEREAS**, Requestor seeks to obtain a copy of the Video Recording.

**WHEREAS**, ATS has agreed to provide Requestor a copy of the Video Recording on the terms and conditions set forth herein.

### Agreement

**NOW, THEREFORE**, incorporating the above recitals, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Use. ATS hereby grants to Requestor a copy of the Video Recording.
2. Requestor Obligations. In consideration for permitting Requestor to obtain a copy of the Video Recording, Requestor agrees to the following:
  - a. Requestor must request a copy of the Video Recording from the City or Governmental entity in which the Video Recording was taken by completing the Field Applications Video Retrieval Request Form (“Request Form”), and submitting the Request Form to the appropriate city or government entity for approval.
  - b. If the City or other Governmental entity approves the request, said entity will notify ATS that the request has been approved.
  - c. Upon approval, the Requestor will remit payment to ATS in accordance with ATS’ access charge. The charge will be \$87.50 for the first 15 minutes of footage and \$29.00 for each additional 15 min of footage. Payment can be made by check or money order.
  - d. Once the Video Recording has been located, ATS will copy the Video Recording onto a DVD and mail the DVD to the Requestor.
  - e. Requestor agrees that ATS is not responsible if Requestor requests the wrong time frame and does not obtain the desired Video Recording. If Requestor requested the wrong time frame in the Request Form, ATS will not provide any further Video Recordings unless Requestor submits a new Request Form with the corrected time frame and remits payment for the normal charge for the retrieval.
3. Release, Indemnity and Covenant Not to Sue. The Requestor agrees to release, protect, defend and indemnify ATS, their respective officers, directors, affiliates, employees and agents from and against any and all loss, costs (including reasonable attorneys’ fees, etc.), injury (including injuries to person or property), damages, liability or claims associated with or arising out of the use of the Video Recording (collectively, “Claims”) to the extent caused or provoked by Requestor, by any of its agents, representatives, vendors, employees, guests, invitees or by any other third party (the “Requestor Parties”). Furthermore, Requestor covenants not to sue ATS for any such Claim.

**EXECUTED** as of the date first written above.

**AMERICAN TRAFFIC SOLUTIONS**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Company: \_\_\_\_\_

**REQUESTOR**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Company: \_\_\_\_\_