



**ALAMEDA COUNTY SHERIFF'S OFFICE**  
**EVICTION SERVICES WAIVER AND RELEASE OF LIABILITY**

Sheriff File Number: \_\_\_\_\_ Date: \_\_\_\_\_

Property Address:

Court Case Number: \_\_\_\_\_

I am the Plaintiff or the Plaintiff's agent in the above-referenced case. I am authorized to act on behalf of the Plaintiff in this matter.

Plaintiff acknowledges that the Alameda County Sheriff's Office is not statutorily, contractually, or otherwise legally responsible for obtaining access to the property in an eviction. Plaintiff has requested that the Alameda County Sheriff's Office complete the eviction at the above referenced address which may result in activities beyond its normal scope of duties in order to obtain access to the property.

Plaintiff acknowledges that it may be necessary for the Alameda County Sheriff's Office to force entry into the above referenced property. Plaintiff further acknowledges that property damage will occur, as a result of a forced entry. Plaintiff also acknowledges that Plaintiff is responsible for any and all property damage that may occur as a result of a forced entry. Plaintiff will not hold the Alameda County Sheriff's Office, the County of Alameda, or any employee or agent of Alameda County liable for any property damages.

Plaintiff hereby agrees to defend, indemnify, and hold harmless the Alameda County Sheriff's Office, the County of Alameda, or any employee or agent of Alameda County for any harm, bodily injury, or property damage incurred directly or indirectly as a result of a forced entry.

Plaintiff hereby waives and releases any and all rights, claims, or future causes of action for property damage against the Alameda County Sheriff's Office, the County of Alameda, its elected or appointed officials, officers, or employees, as a result of enforcing the writ or the forced entry into the above referenced property.

Should any part of this Agreement be rendered or declared invalid by a court of competent jurisdiction, such invalidation of such part or portion of this Agreement should not invalidate the remaining portions thereof, and they shall remain in full force and effect.

I have carefully read this waiver and release of liability, fully understand its content, and have freely and voluntarily signed it.

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature