



Charter Township of Independence
Department of Public Works
6050 Flemings Lake Rd
Clarkston, MI 48346

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AGREEMENT. RELEASE OF LIABILITY. AND ASSUMPTION OF RISK

THIS AGREEMENT, RELEASE OF LIABILITY, AND ASSUMPTION OF RISK (hereinafter referred to as the "Release of Liability and Assumption of Risk") is entered into, on the date set forth below, by the undersigned individual(s), who is or are referred to throughout this Release of Liability and Assumption of Risk as "I," "me," and "my".

AS CONSIDERATION for the Township shutting the water off or re-establishing water service (hereinafter referred to as the "service") at _____
(hereinafter referred to as the "premises") at a time requested by me, for my convenience, that is when I will not be present at or able to inspect, monitor and observe my premises, I DO HEREBY AGREE AS FOLLOWS:

- (1) **TOWNSHIP:** As used in this Release of Liability and Assumption of Risk, the term "Township" shall mean and include the Charter Township of Independence, a Michigan municipal corporation, and all its employees and elected and appointed officials.
- (2) **ASSUMPTION OF RISK:** Being properly informed and warned of the advisability of being present at the premises at the time the service occurs at the premises to protect against and mitigate any potential risks of flooding and water damage to the premises, I hereby expressly and voluntarily assume all risk of property damage and loss and physical and mental injuries, of any kind whatsoever to me, the premises and others, relating to the services, whether such risk is foreseen or unforeseen, contemplated or not contemplated, and whether or not caused by the negligence, in any degree, intentional tort, or other fault of the Township, inadequate training, or any other cause.
- (3) **RELEASE FROM LIABILITY:** I hereby release and discharge the Township from any and all liability, claims, demands and causes of action (at law or equity) that I may hereafter have for property damage and loss and physical and mental injuries, of any kind whatsoever, relating to the services, even if such injuries, damages, or loss are caused by the negligence, in any degree, intentional tort, or other fault of the Township. It is my understanding and agreement that this Release of Liability and Assumption of Risk is intended to and in fact does release the Township from any and all claims and obligations, foreseen and unforeseen, contemplated and not contemplated, of any nature whatsoever arising in any way from the services.
- (4) **INDEMNIFICATION AND HOLD HARMLESS:** I hereby agree to indemnify and forever save and hold the Township harmless from all liability, court claims, lawsuits, money damages, judgments and costs, including but not limited to all attorney's fees and court costs incurred by the Township, and to reimburse the Township for any expenses whatsoever incurred in connection with any lawsuit or other court action brought as a result of the services, including but not limited to actions brought myself or brought on my behalf or brought by the representation of my estate, trust, heirs and assigns.
- (5) **OWNERSHIP AND BINDING AGREEMENT:** I hereby represent and warrant that I am the

owner(s) of fee title to the premises. It is my understanding and intention that this Release of Liability and Assumption of Risk be binding not only upon me, but that it also be binding upon any person and any entity (including but not limited to my estate, trust, heirs and assigns) that or who may be able to or does sue on behalf of me or my estate or as a trustee of or heir to my estate.

- (6) **CONSTRUCTION:** It is my intention and agreement with the Township that this document be broadly and liberally construed in favor of the Township and against me (or anyone purporting to act on my behalf or any representative of my estate, trust, heirs and assigns) and that all ambiguities be resolved in favor of the Township.
- (7) **UNDERSTANDING OF AGREEMENT:** I HEREBY STATE AND CERTIFY ALL OF THE FOLLOWING: (A) THAT I HAVE CAREFULLY READ AND UNDERSTAND EACH AND EVERY PROVISION OF THIS "RELEASE OF LIABILITY AND ASSUMPTION OF RISK;" (B) THAT I UNDERSTAND THIS "RELEASE OF LIABILITY AND ASSUMPTION OF RISK" IS A LEGAL DOCUMENT AND AGREEMENT THAT IS BINDING ON ME, AND ALL OF MY PRESENT AND FUTURE HEIRS, ASSIGNS, PERSONAL REPRESENTATIVES, TRUST (IF ANY) AND ESTATE; (C) THAT I INTEND TO BE BOUND BY EACH AND EVERY PROVISION OF THIS "RELEASE OF LIABILITY AND ASSUMPTION OF RISK;" AND (D) THAT I FULLY UNDERSTAND THAT, BY SIGNING THIS DOCUMENT, I INTEND TO AND SHALL FOREVER GIVE UP IMPORTANT LEGAL RIGHTS.

_____ Owner – Printed Name	_____ Owner – Signature
_____ Dated	_____ Date of Birth
_____ Phone Number	_____ Email Address

Check the box that applies:

☐ Water – Off ☐ Water – On ☐ Water – Off/On

By marking the box for water turn off/on you are giving permission for Independence Township Department of Public Works to turn services on and off with no occupant at the property.

There will be a final utility bill processed, please indicate below where you would prefer the final utility bill be sent to. Also note that when the final is completed the account will be updated to an 'inactive' status until the owner requests the services be restored. While the account is 'inactive' no utility bill will be calculated.

Email Final To (insert above):

Mail Final To (insert above):

Additional signatures are required if there is more than one name on the tax roll. Fill out the following information if this applies to you.

Owner – Printed Name

Owner – Signature

Dated

Date of Birth

Phone Number

Email Address