



City of Wellston

203 E. Broadway
Wellston, Ohio 45692
Water Clerk's Office
(740)384-2040
www.cityofwellston.org

RELEASE OF LIABILITY AND ASSUMPTION OF RISK TO RECONNECT WATER SERVICE

It is the policy of the City of Wellston (the "City") to request that a representative from the city and a party responsible for the property be present when reconnecting water service to properties located within the City. To allow for service reconnection at any time (without a representative from the City and a responsible party for the property being on the premises), this waiver of liability form must be completed and signed by the property owner and filed with the City's Water Department Clerk.

This WAIVER OF LIABILITY AND ASSUMPTION OF RISK

is entered into this ____ day of _____, 20____, between the City of Wellston, an Ohio municipality and (Property Owner). Property Owner owns certain real property located at _____ (the "Property").

Property Owner desires that water service be reconnected at the Property at any time whether or not a responsible party for the property or a representative of City is present. The City will agree to reconnect water service without the presence of a responsible party for the property and/or representative of the City only upon the completion and filing of this **WAIVER OF LIABILITY AND ASSUMPTION OF RISK** agreement with the city.

PROPERTY OWNER IS AWARE AND UNDERSTANDS THAT RECONNECTING WATER SERVICE TO THE PROPERTY WITHOUT A RESPONSIBLE PARTY AND REPRESENTATIVE FROM THE CITY BEING PRESENT CREATES A RISK OF SERIOUS INJURY AND/OR DEATH AND/OR PROPERTY DAMAGE. PROPERTY OWNER ACKNOWLEDGES THAT PROPERTY OWNER IS VOLUNTARILY ASKING THE CITY TO RECONNECT WATER SERVICE WITHOUT A RESPONSIBLE PARTY FOR THE PROPERTY OR REPRESENTATIVE OF THE CITY BEING PRESENT WITH KNOWLEDGE OF THE HAZARD INVOLVED AND HEREBY AGREES TO ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY, DEATH, OR PROPERTY DAMAGE, WHETHER CAUSED BY THE NEGLIGENCE OF THE CITY OR OTHERWISE.

Property Owner hereby expressly **WAIVES AND RELEASES** any and all claims, now known or hereafter known in any jurisdiction throughout the world, against the City, and its officers, directors, employees, agents, affiliates, and consultants (collectively, "Releasees"), on account of injury, death, or property damage arising out of or relating to reconnection of water service to the Property, whether arising out of the negligence of the City or any Releasees or otherwise. Property Owner covenants not to make or bring any such claim against the City or any other Releasee, and forever releases and discharges the City and all other Releasees from liability under such claims.

Property owner shall defend, indemnify, and hold harmless the City and all other Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorney fees, arising out of, or in any way related to the reconnection of water service to the Property.

BY SIGNING, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE CITY.

Property Owner
Signature: _____

Property Owner
Name: _____

Date Signed ____ / ____ / ____

Phone Number _____