

Water Service Activation Waiver & Release of Liability

I, the undersigned, am the homeowner or other person with authority, associated with the referenced property and request that the City of Mt. Washington activate/turn on water and sewer (if applicable) service at said property.

I understand and agree to the following:

1. Risks Associated with Activation

City personnel will access the meter, curb stop, valve, or other equipment to restore/activate service. This may involve entering the property, opening panels, or operating shut-off devices. Potential issues could include (but are not limited to):

- Undetected leaks, faulty wiring, plumbing issues, or other hazardous conditions inside the property.
- Damage to appliances, pipes, wiring, or other systems due to sudden restoration of service (e.g., water hammer, electrical surges, frozen pipes bursting).
- Property damage, personal injury, or other losses that may occur as a result of service activation.

2. Waiver and Release

In consideration of the City agreeing to activate service, I hereby waive, release, and forever discharge the City, its officers, employees, agents, contractors, and affiliates from any and all liability, claims, demands, actions, causes of action, damages (including property damage, personal injury, or wrongful death), costs, expenses, or losses of any kind arising from or related to the activation of service at the property, whether caused by negligence or otherwise, to the fullest extent permitted by law.

3. Indemnification

I agree to indemnify, defend, and hold harmless the City from any claims, liabilities, or expenses (including reasonable attorney fees) brought by third parties arising from or related to A) the activation of service, AND B) any claim that I did not have authority to enter into this agreement on behalf of any property owner or other entity with an interest in the property.

4. Assumption of Responsibility

I acknowledge that I am solely responsible for:

- Ensuring the property's internal systems (plumbing, electrical, gas lines, appliances, etc.) are in safe, working condition and ready for service activation.
- Inspecting the property after activation for any issues and addressing them immediately.
- Any damages or consequences resulting from pre-existing conditions or sudden service restoration.

5. No Guarantee of Service Quality or Safety

The Utility Company makes no representations or warranties regarding the condition of the property's internal systems or the safety/outcome of activation in my absence. Service is provided "as-is" to the point of delivery (meter or curb stop).

6. Revocation and Contact

I understand this authorization applies to all activation requests unless specified in writing. I will notify the City immediately in writing of any revocation, rescission, or other withdrawal of my consent herein given.

7. Authority

I warrant, promise, and otherwise guarantee the City I have the authority to enter to this agreement on behalf of the property owner or any other person who has an interest in the property where the City is to provide services. I will indemnify and hold harmless the City from any claim that I did not have authority to execute this document by any entity so alleging.

Printed Name: _____ Signature: _____

Date: _____ Address: _____

Relationship to Property: Homeowner/Owner Authorized Lessee Property Manager
Other (specify): _____

Phone Number: _____ Email (optional): _____