

WAIVER AND RELEASE

Please read carefully before signing.

This Waiver and Release of Liability (the "Release") executed on this _____ day of _____ 20____, by _____ (the "Property Owner") in favor of the City of Baldwin, the Baldwin Fire Department, any of its officials, employees, agents or any other person acting on behalf of the City of Baldwin (collectively "City of Baldwin").

Property Owner understands that the pool filling activities may include injury or accident to person or property or other loss. Property Owner hereby freely, voluntarily, and without duress executes this Release under the following terms:

1. **Request for Service.** I request that the Fire Department for the City of Baldwin provide the service of filling my pool with water. I understand that the Fire Department will be using a pumper truck to provide this service. I understand that the pumper truck is a heavy commercial vehicle, and that the water will be pressurized. I understand that I am solely responsible for determining and directing the Fire Department personnel to a suitable access to my pool and for removing any obstructions or personal property.
2. **Release and Waiver:** Property Owner does hereby release and forever discharge and hold harmless the City of Baldwin and any person acting on behalf of the City and its successors and assigns from any and all liability, claims, and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from pool filling activities performed by the Fire Department. Property Owner understands that this Release discharges the City of Baldwin from any liability or claim that the Property Owner may have against the City of Baldwin with respect to any bodily injury, personal injury, illness, death, or property damage, including but not limited to any improvements or landscaping, that may occur or result from the pool filling activities with the Fire Department, whether caused by the negligence of the City of Baldwin or its employees, or agents or otherwise.
3. **Indemnification.** Property Owner agrees to defend, indemnify, and hold harmless the City of Baldwin and any person acting on behalf of the City for any expense or liability they may incur, including attorney's fees and costs, as a result of their breach of this Waiver and Release.
4. **Successors and Assigns.** It is my express intent that this Waiver and Release shall bind the members of my family and my heirs, successors and assigns.
5. **Other:** Property Owner expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Minnesota and that this Release shall be governed by and interpreted in accordance with the laws of the State of Minnesota. Property Owner agrees that in the event that any clause or provision of this Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release that shall continue to be enforceable.
6. Property Owner states that they have read the above and understand the legal significance of signing this document.
7. Property Owner states that they understand that the rates are \$100.00 per load for well water and \$150.00 per load for city water.
8. Property Owner states that they understand and agree that they will be charged a cancellation fee of \$50.00 if they cancel within 48 hours of the scheduled fill time. Property Owner further agrees that should they fail to pay the cancellation fee that the City may specially assess the fee against their property, plus all costs and attorney's fees incurred in enforcing this Agreement. Should the City assess the Property Owner's Property for said fee and administrative costs, Property Owner, their

successor or assigns, agree not to contest or appeal such assessment and waives all statutory rights of appeal under Minnesota Statutes, including Minnesota Statutes §366.012 or any other relevant statute(s) to the extent of the costs incurred by the Township.

IN WITNESS WHEREOF, Property Owner has executed this Release as of the day and year first above written.

Name (Print Please): _____

Signature: _____

Witness: _____

Today's Date: _____

Address: _____

Phone Number: _____

Approximate size of the pool: _____

Above ground or in ground? _____

Please write your availability for the pool fill: _____

Office Use Only

Chlorinated water _____ **Well water** _____

How many gallons of water: _____

Amount due: _____

Date paid: _____

Check number: _____

Receipt number: _____

Sent to Fire Chief: _____

Completed? ☐

Signature: _____ **Date:** _____