

**RELEASE OF LIABILITY AND ASSUMPTION OF RISK
TO RECONNECT WATER SERVICE**

It is the policy of the Village of Lansing (the "Village") to request that a representative from the Village and a party responsible for the property be present when reconnecting water service to properties located within the Village. To allow for service reconnection at any time (without a representative from the Village 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 Village's Utility Department.

This WAIVER OF LIABILITY AND ASSUMPTION OF RISK is entered into this ____ day of _____, 20____, between the Village of Lansing, an Illinois municipal corporation 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 the Village is present. The Village will agree to reconnect water service without the presence of a responsible party for the property and/or representative of the Village only upon the completion and filing of this WAIVER OF LIABILITY AND ASSUMPTION OF RISK agreement with the Village.

PROPERTY OWNER IS AWARE AND UNDERSTANDS THAT RECONNECTING WATER SERVICE TO THE PROPERTY WITHOUT A RESPONSIBLE PARTY AND REPRESENTATIVE FROM THE VILLAGE 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 VILLAGE TO RECONNECT WATER SERVICE WITHOUT A RESPONSIBLE PARTY FOR THE PROPERTY OR REPRESENTATIVE OF THE VILLAGE 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 VILLAGE 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 Village, 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 Village or any Releasees or otherwise. Property Owner covenants not to make or bring any such claim against the Village or any other Releasee, and forever releases and discharges the Village and all other Releasees from liability under such claims.

Property owner shall defend, indemnify, and hold harmless the Village 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 VILLAGE.

Property Owner Signature: _____

Property Owner Name (please print): _____

Date Signed: ____/____/____ Phone Number: _____