

WAIVER OF LIABILITY

This agreement releases from all liability relating to injuries and damage that may occur in the **CITY OF OPELOUSAS** turning on the outside water meter in the absence of the homeowner or legal occupant. By signing this agreement, I agree to hold the **CITY OF OPELOUSAS** entirely free from any liability, including financial responsibility for injuries and/or property damage incurred, regardless of whether damages are caused by negligence.

I also acknowledge the risks involved in the **CITY OF OPELOUSAS** turning on the outside water meter in the absence of the homeowner or legal occupant. These include but are not limited to water damage to the home as a result of a serviceman reconnecting services to my residence. I swear that I am participating voluntarily, and that all risks have been made clear to me. Additionally, I do not have any conditions that will increase my likelihood of experiencing injuries or damage to property while engaging in this activity.

I am fully aware of the risks and hazards connected with the activities of turning on the outside water meter in the absence of the homeowner or legal occupant, such risks include water on the floor, water damage, electrical damage, damage from water seepage, other water related damages, and I am aware that such activities include the risk of injury and even death, and I hereby elect to voluntarily participate in said activities, knowing that the activities may be hazardous to my property and me. I understand that **CITY OF OPELOUSAS** does not require me to participate in this activity. I voluntarily assume full responsibility for any risks of loss, property damage, or personal injury, including death, that may be sustained by me, or any loss or damage to property owned by me, as a result of being engaged in such an activities, **WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES** or otherwise, to the fullest extent allowed by law

I further hereby **AGREE TO INDEMNIFY AND HOLD HARMLESS** the **CITY OF OPELOUSAS** from any loss, liability, damage, or costs, including court costs and attorneys' fees that **CITY OF OPELOUSAS** may incur due to my participation in said activities, **WHETHER CAUSED BY NEGLIGENCE OF CITY OF OPELOUSAS** or otherwise, to the fullest extent allowed by law.

It is my express intent that this Waiver and Hold Harmless Agreement shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a **RELEASE, WAIVER, DISCHARGE, AND COVENANT NOT TO SUE** the above-named **CITY OF OPELOUSAS**. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of Louisiana and that any mediation, suit, or other proceeding must be filed or entered into only in Louisiana and the federal or state courts of Louisiana. Any portion of this document deemed unlawful or unenforceable is severable and shall be stricken without any effect on the enforceability of the remaining provisions.

I, _____, fully understand and agree to the above terms.

RESIDENT (Signature)

_____/_____/_____
Date

RESIDENT (Print)

(Address)

Reginald Tatum
WATER WORKS SUPERVISOR (Signature)

_____/_____/_____
Date

REGINALD TATUM
WATER WORKS SUPERVISOR (Print)