



RELEASE AND HOLD HARMLESS AGREEMENT

This release and hold harmless agreement is made and entered into this _____ day of _____, 2015, by and between:

(hereinafter referred to as "Owner")
owner(s) of the property located at:

and the City of Jeffersonville, Indiana (hereinafter referred to as the "City").

In consideration of Owner's request for the City to install a backwater valve pursuant to the City's Sewer Lateral Backwater Valve Installation Program, the Owner, and Owner's heirs, assigns and successors-in-interest, do hereby release, protect, indemnify, and hold harmless the City and its employee's from any loss, damage, liability, or expense for all injuries, including death to persons or damage to property, directly or indirectly arising or growing out of the any actions taken by the City of Jeffersonville or its officers or employees as a result of the City's installation of the backwater valve installation and agrees to indemnify and hold harmless the City, its employees, and officers from all claims (including attorney fees), damages or causes of action caused by or arising in any manner from the Owner's (and Owner's heirs, assigns and successors-in-interest) participation in the City's Sewer Lateral Backwater Valve Installation Program.

In addition, Owner, and Owner's heirs, assigns and successors-in-interest, agree to grant temporary construction access to allow investigation and to complete the necessary sanitary sewer lateral backwater valve installation. *Further, the Owner, and Owner's heirs, assigns and successors-in-interest, agree to pay the City for the installation of the Sewer Later Backwater Valve at the rates in the most recent version of the Backwater Valve Installation Policy as approved by the City of Jeffersonville Sewer Board.*

I, the Owner, have read this release and understand all its items. I execute it voluntarily and with full knowledge of its significance.

OWNER

DATE

OWNER

DATE