

WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT
(Frozen Water Laterals)

I, _____ (“Owner), am the owner of the residence located at _____ (Property Address), _____(City) Minnesota (the “Property”).

As a result of cold weather conditions, the lateral water lines (the “Lines”) located on the Property have frozen. I have requested the City of _____(the “City”) for help in thawing the Lines. I understand that the repair or thawing of the Lines is NOT the responsibility or obligation of the City of _____(the “City”).

I have, however, requested help from the City to thaw the Lines. **THE PURPOSE OF THIS WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT IS TO ASSURE THE CITY THAT IT WILL NOT BE HELD RESPONSIBLE FOR ANY DAMAGE, DIRECT OR INDIRECT, THAT I, THE PROPERTY OR ITS CONTENTS MAY INCUR, NOW OR IN THE FUTURE AS A RESULT OF THE WORK THE CITY PERFORMS ON THE PROPERTY IN THE COURSE OF ATTEMPTING TO THAW THE LINES.**

I ACKNOWLEDGE that the process or procedure to be used by the City to attempt to thaw the lines, which may include the use of _____(name of equipment used), involves risk of damage to the Property, and that the City does not assure me or make any representations to me that damage will not occur to the Property or its contents as a result of the process or procedure used to attempt to thaw the lines. The risks involved in the process or procedures that the City may use to attempt to thaw the lines include, but are not limited to, fire losses and claims for damage of any kind to buildings, appliances, electronics, etc. I hereby represent that I am willing to accept all such risks, and to protect the City from such claims that may be made by me or others.

I FURTHER ACKNOWLEDGE that the City will not assist in the thawing of the Lines unless this WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT is signed by me and delivered to the City prior to the City performing any such work on the Property.

IN CONSIDERATION for help from the City to thaw the lines on the Property, I agree as follows: I HEREBY RELEASE the City, it’s employees, officials and agents from any and all claims for damages that I or the Property or its contents may sustain or incur now or in the future as a direct or indirect result of the City’s attempt to thaw the lines, and I hereby waive any right of claim I may have, now or in the future, against the City, its employees, officials and agents as a result of any such damage that may result from that attempt.

I AGREE that neither I nor any other owner of the Property or its contents will make a claim, sue, or otherwise assert rights against the City, its employees, officials or agents for damages claimed to have resulted from the City’s attempt to thaw the lines.

I AGREE TO DEFEND AND HOLD HARMLESS the City, its employees, officials and agents from all claims, suits, judgments, damages, losses and expenses, including reasonable legal fees and costs arising in whole or in part from the work performed by the City in its attempt to thaw the lines. This waiver of liability does not waive liability for any injuries that I obtain as the result of willful, wanton or intentional misconduct by the City or any person acting on behalf of the City.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A LEGALLY BINDING RELEASE OF LIABILITY AND HOLD HARMLESS AND I SIGN IT OF MY OWN FREE WILL. I HEREBY ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT.

SIGNATURE OF OWNER: _____ Date of Signature _____

Policy Statement

1. The City will provide a service of thawing frozen service laterals to owner occupied residences, owner-occupied residential condominiums and owner-occupied co-operative housing. Except as outlined elsewhere in this Policy for City-owned rental or non-profit housing, the City will not provide a thawing service for any other class of property.
2. The City will thaw external water service laterals only, not frozen plumbing inside the residence.
3. The City will respond to calls in order of complaints received.
4. Calls received during regular working hours shall be responded to as resources permit. Calls received after regular working hours will be responded to within sixteen hours of receipt of the call, or as soon as possible after sixteen hours of receipt of the call in the event that other emergencies tie up resources and make it impossible to deal with the thawing request.
5. If a crew is already out on overtime basis when a request to thaw a service lateral is received, the crew will respond prior to going home, unless it is likely that the work will keep the crew out past midnight.
6. There will be no charge to the resident if the property can be thawed without digging, and if it is the first occurrence of the season for the property. A charge of a fee as set by Council, payable in advance, will be made for subsequent thawing services within a single season.
7. City-owned rental or non-profit housing units will be afforded the same thawing service as 'owner occupied residences', except that the Department of Building and Property Management will be charged for the full cost of the service. The Department of Building and Property Management are free to employ the services of an outside contractor, if they view the wait is too long for their tenants.
8. [OPTIONAL] The City will use hot water or steam in its thawing operations. The use of electric pipe thawing machines or welding machines is strictly prohibited, and persons using same will be held liable for any damage caused
9. The City reserves the right to deviate from this policy at any time if deemed to be in the best interests of the City and its residents based on safety, political and economic considerations. Any deviation and the reason for the deviation shall be documented in writing.