



APPENDIX "B"

WAIVER

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

I, _____ ("Owner), am the owner of the residence located at
_____ (Property Address), Rivers, Manitoba (the "Property").

As a result of cold weather conditions, the water lines (the "Lines") located on the Property have frozen. I have requested the Utilities Department of Riverdale Municipality (the "Municipality") for help in thawing the Lines. I understand that the repair or thawing of the Lines is NOT the responsibility or obligation of the Riverdale Municipality (the "Municipality").

I have, however, requested help from the Municipality to thaw the Lines. THE PURPOSE OF THIS WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT IS TO ASSURE THE MUNICIPALITY 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 MUNICIPALITY 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 Municipality 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 Municipality 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 Municipality 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 Municipality from such claims that may be made by me or others.



I FURTHER ACKNOWLEDGE that the Municipality 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 Municipality prior to the Municipality performing any such work on the Property.

IN CONSIDERATION for help from the Municipality to thaw the lines on the Property, I agree as follows:

I HEREBY RELEASE the Municipality, its 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 Municipality's attempt to thaw the lines, and I hereby waive any right of claim I may have, now or in the future, against the Municipality, 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 Municipality, its employees, officials or agents for damages claimed to have resulted from the Municipality's attempt to thaw the lines.

I AGREE TO DEFEND AND HOLD HARMLESS the Municipality, 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 Municipality 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 Municipality or any person acting on behalf of the Municipality.

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: _____