

WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

This WAIVER OF LIABILITY AND INDEMNITY AGREEMENT is entered this ____ day of _____, 200__, between Valley Water District, a municipal corporation (District), and _____ (Property Owner).

Property Owner owns certain real property located at _____ [insert address] and legally described as _____ [insert legal description] (the Property). Property Owner desires that the District deposit fill material on the Property, consisting of approximately __ cubic yards of fill (the Fill). The District will agree to deposit the Fill on the Property upon the Property Owner's provision of this Waiver of Liability and Indemnity Agreement.

Therefore, in consideration of receipt of the Fill, Property Owner hereby expressly consents to the deposit of the Fill on the Property, and makes the representations and agreements stated below.

RELEASE AND WAIVER OF LIABILITY: Property Owner hereby **RELEASES, WAIVES, and DISCHARGES** the District, its successors and assigns, and its officers, employees, agents, and consultants, from all liability, loss, claims, damages, possible or actual causes of action, costs, attorneys' fees, and other expenses arising from any actions, claims, arbitrations, demands or lawsuits that may otherwise accrue, including claims for or relating to damage, loss or injury to persons or property, and including claims alleging violation of any environmental law or regulation, in any way resulting from or related to the deposit of the Fill on the Real Property, from any cause whatsoever.

INDEMNITY AGREEMENT: Property Owner **AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS** the District, its successors and assigns, and its officers, employees, agents, and consultants, from any loss, liability, damage, cost or expense, including attorneys fees, that they may incur due to the deposit of the Fill on the Property.

The provisions of this Agreement shall inure to the benefit of and be binding upon the parties and their respective heirs, representatives, successors, and assigns. The provisions of this Agreement are covenants running with the land. This Agreement may be recorded with the Pierce County Auditor.

VALLEY WATER DISTRICT

PROPERTY OWNER

By: _____
Betty Vance, District Manager

By: _____

