

C. Release:

ACKNOWLEDGEMENT OF RESPONSIBILITY AND LIABILITY WAIVER

**TO BE COMPLETED BY PROPERTY OWNER(S)**

ATTENTION: SIGNING THIS DOCUMENT IS A PRE-CONDITION TO PARTICIPATION IN THE BASEMENT FLOODING PROTECTION SUBSIDY PROGRAM. BY SIGNING THIS LEGAL DOCUMENT YOU GIVE UP CERTAIN LEGAL RIGHTS. PLEASE READ CAREFULLY.

You are entitled to obtain independent legal advice before signing.

Property address where work was performed: \_\_\_\_\_, Windsor, ON \_\_\_\_\_

Mailing address (if differs from above address): \_\_\_\_\_

In consideration for participation in the Basement Flooding Protection Subsidy Program [the "Program"], I/we, an Applicant(s), understand, acknowledge, and agree that:

- a) I/we am/are the owner(s) of the property stated herein;
- b) The Applicant(s) are fully and solely responsible for any and all work as carried out through the Program, including but not limited to, the choice of eligible contractors, the selection and/or installation of materials, the work, improvements, and/or modifications conducted, and any and all other work procedures [collectively the "Work"], regardless of whether said Work was carried out as part of, or in association with, the Program;
- c) The Corporation of the City of Windsor [the "Corporation"] assumes no responsibility for the methods, workmanship, or any action or inaction, by the contractor, which the Applicant(s) may find to be unacceptable;
- d) Any issues the Applicant(s) may have arising from the Work will be addressed by the Applicant(s) directly with the contractor, and the Corporation is not responsible for doing so;
- e) Should any of the Work be removed within 5 years of the completion date, the total amount of the subsidy provided through the program shall be repaid by the Applicant(s) to the Corporation;
- f) The Corporation is entitled to disconnect the property's downspout, at the Corporation's cost.
- g) The Corporation assumes no responsibility or liability for any loss, damage, injury, expense, or any other matter that may arise, or that may be incurred, as a result of the Applicant(s)'s participation in Program, as a consequence of any cause, including the negligence of the contractor, the Corporation, and/or their employees and/or agents.
- h) Participation in the Program is not a guarantee by the Corporation that future flooding will not occur;
- i) The Applicant(s) hereby release and hold harmless the Corporation, its employees and/or agents, from any and all Claims associated with participating in Program, including losses from future sewer backups resulting from the failure of any of the Work carried out under this Program, howsoever arising;
- j) The Applicant(s) are responsible to ensure that a building permit is obtained within 1 year of receiving Building Inspector approval to proceed with eligible work under the program

I/we understand and agree that I/we have been given the opportunity to seek independent legal advice prior to signing this document, and hereby accept full responsibility for complying with all of the terms set forth therein.

I/we represent and warrant that I/we are authorized to bind all owners on title to this Property. The City is entitled to rely on this Acknowledgement and Waiver as evidence that all owners on title to the Property consent and agree to the execution of this Acknowledgement and Waiver and the assumptions and risks herein, and I/we hereby indemnify the City for any damage and other claims that may be made by any other owner or other interest in the Property as a result of the execution of this Acknowledgement and Waiver, which shall be binding on all property owners, their heirs, next of kin, executors, administrators, and successors and assigns.

I/we hereby direct payment of the Program grant to be made to \_\_\_\_\_.  
(Owner Name)

I HAVE READ THIS DOCUMENT CAREFULLY AND I ACKNOWLEDGE MY RESPONSIBILITIES AND THE EFFECT OF THIS LIABILITY WAIVER ON MY LEGAL RIGHTS AND RESPONSIBILITIES.

SIGNED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20 \_\_\_\_

Applicant's Name

\_\_\_\_\_

Applicant's Signature

\_\_\_\_\_

Witness

\_\_\_\_\_