

WAIVER AND RELEASE

THIS WAIVER AND RELEASE (the "Release") is made and executed on _____, 20____, by _____ (the "Property Owner") the owner of property located at _____ (the "Property").

RECITALS

A. The Property Owner has requested Lowell Light and Power ("LL&P") to trim or remove one or more trees on the Property because (i) a tree or portion of a tree has fallen causing loss of power to a building or facility on the Property, (ii) a tree or portion of a tree is broken and/or dead and there is a realistic threat, as determined solely by LL&P, of loss or interruption of power to the Property, or (iii) a tree or portion of a tree is broken and/or dead and there is a realistic threat, as determined solely by LL&P, to LL&P infrastructure.

B. LL&P has agreed to trim or remove one or more trees on the Property at the request of the Property Owner in accordance with LL&P Policy 6-11.

RELEASE

NOW, THEREFORE, in consideration of LL&P's trimming or removal of the tree(s) on the Property Owner's Property, the Property Owner agrees as follows:

1. **Waiver and Release.** The Property Owner for himself/herself and his/her successors, assigns, heirs and beneficiaries, release and forever discharge LL&P and the City of Lowell (the "City") including their respective officers, boardmembers, councilmembers, employees, agents and subcontractors from all debts, demands, actions, causes of action, charges, complaints, judgements, suits, warranties, covenants, contracts, promises, obligations, liability or claims of any kind, type or description, whether known or unknown, disputed or undisputed, accrued or unaccrued, liquidated or contingent, foreseen or unforeseen, asserted or unasserted, in contract, at law, or in equity, existing at the time of this Release, including, but not limited to, those that arise out of or are connected with any of the matters raised or could have been raised in connection with the trimming or removal of a tree(s) on the Property.

2. **Indemnification and Hold Harmless.** The Property Owner shall hold LL&P and the City and their respective officers, boardmembers, councilmembers, employees, agents and subcontractors (the "Indemnified Parties") harmless from, indemnify the Indemnified Parties for, and defend the Indemnified Parties from (with legal counsel reasonably acceptable to the Indemnified Parties) against any claims, causes of action, lawsuits, administrative proceedings, judgments, awards or orders arising from those that arise out of or are connected with any matters raised or that could be raised in connection with the trimming or removal of a tree(s) on the Property.

3. **Voluntary Waiver and Release.** The Property Owner agrees that it fully understands the terms of this Release and that no promise, inducement or agreement has been made. The Property Owner represents that it has carefully read this Release, understands its terms, and executes this Release without duress or compulsion and of his/her own free will.

4. Miscellaneous.

a. Every covenant, term and provision of this Release shall be binding in all respects upon the Property Owner and his/her successors, assigns, heirs and beneficiaries irrespective of whether such person or entity agrees to be bound by the terms of this Release.

b. To the extent permitted by law, the jurisdiction and venue for any action brought pursuant to, arising from, or to enforce any provision of this Release shall be solely in the State of Michigan courts in Kent County.

The Property Owner has executed this Release as of the date first written above.

PROPERTY OWNER

(print name)

Lowell
Light & Power