



# Powell Township Fire Department



## Chimney Brush Agreement

### & Waiver of Liability

The undersigned is requesting the use of the Powell Township Fire Department's Chimney Brush Equipment ("equipment"). The undersigned understands that they are responsible for any damage, injury, or loss that may occur from the use or transportation of this equipment. If the equipment is damaged or not returned, the undersigned understands they are responsible for the total replacement cost of this equipment, estimated at \$100.00 USC.

In consideration for the use of this equipment, the undersigned hereby releases and holds harmless Powell Township ("Township"), the Powell Township Fire Department ("Fire Department"), their officers, employees, volunteers, or other representatives of the foregoing from any and all liability, claims, demands, actions, and causes of action, whatsoever, arising out of or related to any loss, property damage, or physical injury that may be sustained as a result of using this equipment.

I further agree to defend, indemnify, and hold harmless the Township, Fire Department, their officers, employees, volunteers, or insurers, from and against all liability, claims, and demands, including any third party claim asserted against the Township, Fire Department, their officers, employees, volunteers, or insurers, on account of injury, loss or damage, including without limitation claims arising from bodily injury, personal injury, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any way related to the use of the borrowed equipment, whether or not caused by act, omission, negligence, or other fault, or by the act, omission, negligence, or other fault of the Township, Fire Department, their officers, their employees, their volunteers, or by any other cause.

By signing this Waiver of Liability, I hereby acknowledge and agree that said Waiver of Liability extends to all acts, omissions, negligence, or other fault of the Township, Fire Department, their officers, employees, or volunteers, and that said Waiver of Liability is intended to be as broad and inclusive as is permitted by the laws of the State of Michigan. If any portion hereof is held invalid, it is further agreed that the balance shall, notwithstanding, continue in full force and effect.

Nothing herein shall be construed to waive Powell Township's governmental immunities arising under MCL 691.1401, et seq.

\_\_\_\_\_  
Name (Please Print)

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

\_\_\_\_\_  
Requestor's Signature

\_\_\_\_\_  
Date/Time Borrowed

\_\_\_\_\_  
Employee's Signature/ID #

\_\_\_\_\_  
Incident Number

\_\_\_\_\_  
Date/Time Borrowed

\_\_\_\_\_  
Employee's Signature/ID #