



# Powell Township Fire Department



## Lockout

### Waiver of Liability

The undersigned hereby represents as follows:

1. That the undersigned is the lawful owner or user of the below noted vehicle or structure, to which the undersigned cannot gain access;
2. That the undersigned has requested the Powell Township Fire Department to gain access to the vehicle or structure on behalf of the undersigned;
3. That the undersigned understands that damage could occur to the vehicle or structure in attempts to gain access; and
4. That the undersigned is willing to assume the risk of any damage or injury, which may occur in gaining access into the vehicle or structure.

In consideration for the Powell Township Fire Department assisting the undersigned in gaining access to the undersigned's vehicle or structure, 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 by me as a result of gaining access into the vehicle or structure.

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 above-described activities, 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      Zipcode   |
| _____                 | _____ | _____                    | _____                |
| Vehicle Year          | Make  | Model                    | License Plate Number |
| _____                 |       | _____                    |                      |
| Requestor's Signature |       | Employee's Signature/ID# |                      |
| _____                 | _____ | _____                    |                      |
| Date                  | Time  | Incident Number          |                      |