



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"), its 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, its officers, employees, volunteers, or insurers, from and against all liability, claims, and demands, including any third party claim asserted against the Township, Fire Department, its 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, its officers, its employees, its 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, its 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.

Name (Please Print)

Telephone Number

Street Address

City

State

Zipcode

Requestor's Signature

Date/Time Borrowed

Employee's Signature/ID #

Incident Number

Date/Time Returned

Employee's Signature/ID #

*Passed
8-20-20*

CHIMNEY BRUSH WAIVER

I _____ AM HEREBY REQUESTING

THE USAGE OF THE POWELL TOWNSHIP FIRE DEPARTMENT'S CHIMNEY BRUSH. I ASSUME AND RELEASE POWELL TOWNSHIP FROM ANY AND ALL LIABILITY COVERAGE'S. I UNDERSTAND THAT I WILL BE RESPONSIBLE FOR ANY DAMAGE THAT MAY OCCUR TO THE EQUIPMENT. IF ITEM IS DAMAGED OR NOT RETURNED, I UNDERSTAND I WILL BE RESPONSIBLE FOR THE TOTAL REPLACEMENT COST OF THIS ITEM FOR A TOTAL OF \$100.

SIGNATURE _____

PICK UP DATE AND TIME _____

RETURN DATE AND TIME _____

SERVICE REPRESENTATIVE/

WITNESS SIGNATURE _____