



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"), 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 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, 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 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, 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

Vehicle Year

Make

Model

License Plate Number

Requestor's Signature

Employee's Signature/ID #

Date

Time

Incident Number

*Passed
8-20-20*

VEHICLE LOCK OUT EQUIPMENT WAIVER

I _____

AM HEREBY REQUESTING THE USAGE OF THE POWELL
TOWNSHIP FIRE DEPARTMENT'S VEHICLE LOCK OUT
EQUIPMENT. I ASSUME AND RELEASE POWELL TOWNSHIP
FIRE DEPARTMENT FROM ANY AND ALL LIABILITY COVERAGE.

I UNDERSTAND THAT I WILL BE RESPONSIBLE FOR ANY AND
ALL DAMAGE THAT MAY OCCUR TO THE EQUIPMENT. I ALSO
UNDERSTAND IN THE EVENT THAT A POWELL TOWNSHIP
FIRE DEPARTMENT MEMBER USES THESE TOOLS ON MY
VEHICLE UPON MY REQUEST, I RELEASE THEM OF ANY
LIABILITY CONCERNING ANY DAMAGES THAT MAY OCCUR.

IN THE EVENT THAT THE EQUIPMENT IS DAMAGED OR NOT RETURNED
I UNDERSTAND THAT I AM RESPONSIBLE FOR THE FULL COST OF REPLACEMENT
OF THESE ITEMS FOR THE TOTAL AMOUNT OF \$150.

SIGNATURE _____

PICK UP DATE AND TIME _____

RETURN DATE AND TIME _____

SERVICE REP/WITNESS SIGNATURE _____