

**PWD STORMWATER TOOL CONSENT,
INDEMNIFICATION, AND RELEASE AGREEMENT**

PLEASE READ THIS AGREEMENT CAREFULLY, AS IT AFFECTS YOUR RIGHTS

Property Owner: _____
Tenant, if applicable: _____
Address: _____
Stormwater Tool: _____

In consideration of installation of one or more reduced cost Stormwater Tools at the above Address (the "Work"), Property Owner and Tenant agree as follows:

1. **Stormwater Tool(s) Ownership.** Upon completion of the Work, ownership of the Stormwater Tool(s) passes entirely to Property Owner and/or Tenant. The City of Philadelphia ("City") and the Pennsylvania Horticultural Society (PHS) retain absolutely no ownership interest in the Stormwater Tool(s).
2. **Maintenance Responsibility.** Property Owner and/or Tenant is fully and solely responsible for the maintenance, operation, repair, replacement, testing, and upkeep of the Stormwater Tool(s). By signing this Waiver, PROPERTY OWNER AND TENANT RELEASE City and PHS from any responsibility or costs relating to the maintenance, operation, repair, replacement, testing, or upkeep of the Stormwater tool(s).
3. **Release of Liability.** PROPERTY OWNER AND TENANT COVENANT NOT TO SUE AND RELEASE CITY AND PHS FROM, AND ASSUME ALL LIABILITY FOR, ANY LOSSES, DAMAGES, INJURIES (INCLUDING DISEASE OR DEATH), DEMANDS, CLAIMS, ACTIONS, OR DEBTS BASED UPON OR ARISING FROM PARTICIPATION IN THE STORMWATER MANAGEMENT PROGRAM ("PROGRAM"), INCLUDING FLOODING, OTHER WATER DAMAGE OR EXPOSURES TO SOIL CONTAMINANTS. Where applicable, parents agree that they have all necessary rights and legal authority to waive any claims on behalf of their children arising from or related to the Work or the Program. Property Owner and Tenant acknowledge that this release includes assumption of liability for any failure of the Stormwater Tool(s) and any issues that result from the Work, including potential injury, disease transmission, or damage to other persons, including neighboring properties.
4. **Indemnification.** To the fullest extent allowed by law, PROPERTY OWNER AND TENANT AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS the City and PHS, its officers, employees, contractors and agents ("Released Parties") from and against any and all claims, losses, liabilities, expenses, damages, and costs of any kind, including, without limitation, attorneys' fees, arising from or relating in any way to the Program or the Work, including when the active or passive negligence of the Released Parties is alleged or proven. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity which would otherwise exist as to the parties including without limitation, City's and PHS's statutory defenses and/or immunities. This obligation to indemnify, defend, and hold harmless City and PHS, its officers, employees and agents shall survive the termination of the Program.
5. **Grant of Rights.** In consideration for participating in the Program, Property Owner and/or Tenant grant City the irrevocable right to use photograph of the Work in all forms of media.
6. **Severability.** If any portion of this Agreement is determined to be unenforceable, the enforceability of the balance of the Agreement shall not be affected in any way and will continue in full legal force.

I, PROPERTY OWNER OR AUTHORIZED REPRESENTATIVE, HAVE CAREFULLY READ THIS DOCUMENT AND I KNOW AND UNDERSTAND WHAT IT MEANS.

(Signature) _____
(Date)

I, TENANT, HAVE CAREFULLY READ THIS DOCUMENT AND I KNOW AND UNDERSTAND WHAT IT MEANS.

(Signature) _____
(Date)

(Additinal signature lines on following page)

(Signature)
Role:

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