

RELEASE
(PAYMENT DIRECT TO PLUMBER/CONTRACTOR)

“Releasor” is the party executing this Release, and shall include the heirs, executors, administrators and assigns of such party. The pronoun “he” used in this Agreement with reference to the parties signing this Release shall refer to the Releasor, whether a natural or legal person, male or female, singular or plural. “Releasee” refers to the Board Of County Commissioners (BOCC) of Johnson County, Kansas as governing body of Johnson County Wastewater (JCW) and members districts thereof, including its boards, officers, commissions, agents, assigns, servants, employees, and engineers.

RECITALS

- A. Releasor is the owner of certain property located in Johnson County, Kansas, described as:

- B. Releasor has experienced sanitary sewer backup(s) at the aforementioned property and has voluntarily applied to participate in the JCW Backup Prevention Program (the “Program”) which assists property owners desiring to install certain preventive measures at their property for the purpose of assisting in the prevention of flooding resulting from sanitary sewer backups. Releasee has verified that installation of the preventive measures has been completed and determined that the Releasor qualifies for payment of certain of the expenses incurred for installation of such preventive measures under the Program.

- C. Releasor understands the Releasee disclaims any and all liability and warranties, expressed or implied, arising from or out of the design, materials or workmanship utilized to install the preventive measures under the Program. Releasor understands that the request for payment under the Program is his voluntary act, that he is giving this Release in exchange for such payment and that the receipt of payment under the Program is contingent upon execution of this release.

- D. Releasor understands that JCW’s payment for the cost of any or all modifications or equipment installed as part of the Program is not to be considered an admission on the part of the Releasee of any liability whatsoever for damages or loss resulting from past or future sewer backups at the property.

- E. The Releasor states that no promise or inducement has been offered or made except as herein set forth; that this Release is executed without reliance on any other statement or representation by the Releasee or by any agents of the Releasee. Releasor is of legal age and is legally competent to execute this agreement and accepts the full responsibility therefore.

In consideration of payment of \$_____, which is specifically requested by the Releasor to be paid directly to the plumber/contractor who performed the work, the Releasor hereby releases and discharges Releasee from any and all present and future claims, demands, actions, causes of actions, suits, damages, losses, and expenses of whatsoever kind or nature whether presently known or unknown arising from or on account of such installation, modification or inspection or resulting from the improper maintenance of such modifications or equipment installed at the property of the Releasor as a result of his participation in the Program. It is understood that the this Release shall inure to the benefit of the Releasee, its successors and assigns, and it shall bind Releasor and his heirs, legal representatives, assign and successors and interests to the above described real property.

IN WITNESS WHEREOF, the Releasor has executed this Release at _____ am/pm on the day and year indicated next to his signature.

Date

Signature

Date

Signature