

## HENRY COUNTY SURVEYOR'S OFFICE POND CONSTRUCTION WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

Address of Pond Construction: \_\_\_\_\_

Location Legal Description: \_\_\_\_\_

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In consideration of approval of the submitted plans for construction of an individual, private residential pond, by the office of the Henry County Surveyor, the undersigned property owner, hereby releases, waives, discharges and covenants not to file any cause of action against the office of the Henry County Surveyor, its elected officials, officers, successors, employees, agents, servants (the "Releasees") and/or assigns from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury including death, that may be sustained by me, my invitees, heirs, successors, agents, employees, persons both known or unknown, or assigns, or any property belonging to me, in conjunction with either the use or construction of the residential pond on the property as described in the attached legal description.

This indemnification specifically includes any actions by third parties, the undersigned property owner, or any party with an interest in the real property upon which the residential pond is constructed, whether the claims which serve as a basis for that action are at this time, determined or undetermined, real or speculative, of any sort, or in any way related to the plans submitted for construction of the pond or the actual construction thereof.

The undersigned property owner acknowledges that they are fully aware of all the risks and hazards inherent in the presence of an unfenced body of water, such as the residential pond which is the subject of this agreement and as submitted on the construction plans, which may include risks associated with drowning of known or unknown persons who stray upon the property owner's land, and that they hereby assume the risk associated with such hazards.

The undersigned hereby further agrees to indemnify and hold harmless the Releasees from any loss, liability, damage or costs, including any court costs and/or attorney's fees, incurred in defending any action related to the approval of plans or the construction of the private residential pond. The undersigned property owner hereby further agrees to indemnify and hold harmless the Releasees from any liability for any damages as a result of the pond construction to the real property upon which the pond is constructed and to any damages to neighboring properties as a result of the pond construction. The undersigned property owner acknowledges that they are fully aware that they may be liable for any damages to neighboring properties as a result of the pond construction and its associated overflow.

The undersigned property owner expressly agrees that this release and waiver of liability, assumption of risk and indemnity agreement are governed by the laws of the State of Indiana, and are intended to be as broad and inclusive as permitted under the laws of the State of Indiana. Additionally, the undersigned agrees that in the event that any portion of this agreement is determined to be invalid,

illegal or unenforceable, the validity, legality or enforceability of the remainder of the agreement shall not be impaired in any way and shall continue in full force and effect.

In signing this Waiver and Hold Harmless, the undersigned property owner acknowledges and represents that they have read the foregoing Waiver of Liability, Assumption of Risk and Indemnity Agreement, that they have had an opportunity to seek legal counsel and have either sought legal counsel, or decline to seek legal counsel to review this agreement, and that they sign it voluntarily as their own free act and deed; and that no separate oral inducements, representations, statements, apart from this agreement have been made; that they are at least eighteen (18) years of age, and legally competent to execute the agreement, and that their intent is to be legally bound by the agreement as written.

\_\_\_\_\_  
Signature (Property Owner)

Date: \_\_\_\_\_

\_\_\_\_\_  
Printed Name (Property Owner)

Witness: \_\_\_\_\_

Date: \_\_\_\_\_

State of Indiana

County of:

Before me, a notary public in and for the stated County and State, personally appeared \_\_\_\_\_, who acknowledged the execution of the above and foregoing Waiver of Liability, Assumption of Risk and Indemnity Agreement as his/her free and voluntary act for the purposes stated therein.

In Testimony whereof, I have hereunto set my hand and official notarial seal this \_\_\_\_\_ day Of \_\_\_\_\_, 20\_\_\_\_.

County of Residence: \_\_\_\_\_

Notary Public: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

Name Printed: \_\_\_\_\_