

Water Service Turn-on Release Agreement

*****This Agreement is NOT to be used for Turn-on Service and Turn-off Service scheduled within a 24-hour period*****

THIS RELEASE AGREEMENT is entered into on the date set forth below by and between the Pagosa Area Water and Sanitation District a quasi-municipality and the undersigned Customer.

1. The undersigned Customer understands that when Pagosa Area Water and Sanitation District turns on Customer's water service, it will pressurize the plumbing at Customer's premises that may cause leaks or flooding at Customer's premises. Customer understands that he/she is responsible to ensure there is no water leaking from the plumbing fixtures or system that could cause damage at Customer's premises.
2. For the sole consideration of Pagosa Area Water and Sanitation District turning on the water service at Customer's premises, does, for him or herself, or their heirs, successors, and assigns, hereby release, acquit, and forever discharge Pagosa Area Water and Sanitation District and any of its officers, employees, or elected officials from any and all claims, suits, damages, costs or expenses, including attorneys' fees and litigation expenses, resulting from Pagosa Area Water and Sanitation District turning on water service at Customer's premises.
3. Customer hereby covenants and undertakes to forever refrain and desist from asserting against Pagosa Area Water and Sanitation District and any of its officers, employees, or elected officials and claim, demand, or suit resulting directly or indirectly from Pagosa Area Water and Sanitation District, or agent acting on its behalf, turning on the water service to Customer's premises. Customer hereby expressly agrees to indemnify and hold harmless the Pagosa Area Water Sanitation District, or agent acting on its behalf, and any of its officers, employees, or elected officials from any damages, costs or expenses, including attorneys' fees and litigation expenses incurred by or on behalf of the Pagosa Area Water and Sanitation District, or agent acting on its behalf, and any of its officers, employees or elected officials.
4. The undersigned acknowledges that he/she is at least 18 years of age and is the Customer, or specifically authorized by the Customer, at whose premises the water service will be turned on and has the legal authority to enter into this Release Agreement for the premises listed below.
5. Nothing in this Release Agreement shall be construed to limit the protections afforded the District by the Colorado Governmental Immunity Act, Section 24-10-101, *et seq.*, C.R.S.
6. This Release Agreement contains the entire agreement between the parties hereto, and the terms of this Release Agreement are contractual and not a mere recital. Customer further states that he/she has read carefully the foregoing Release Agreement and knows the contents thereof, and signed the same as his or her own free act.

By signing below the Customer authorizes Pagosa Area Water and Sanitation District to turn on the water at the Customer's address listed below without the Customer being present. Customer releases Pagosa Area Water and Sanitation District of any liability outlined in the above hold harmless agreement and acknowledges complete responsibility for any personal or property damages caused by any and all turn on requests.

Signature _____ Date _____

Name of Customer (please print) _____

Customer Phone No. _____ Premises Acct# _____

Address of Premises _____

Please return to: PAWSD P.O. Box 4610, Pagosa Springs, CO 81147 FAX: 970-731-2693