



## VILLAGE OF ALGONQUIN Community Development

### PROPERTY OWNER RELEASE AND WAIVER OF LIABILITY

In consideration for my undertaking the installation of any improvements upon the Village of Algonquin right-of-ways, public utility easements or drainage easements at \_\_\_\_\_, I understand and acknowledge that I do so at my own risk.

In signing this Release and Waiver of Liability, I, as property owner of the property located at \_\_\_\_\_, for myself and my successors and assigns, hereby forever release the Village of Algonquin, its officers, employees, agents, successors and assigns from any and all liability, damages, suits, claims and demands for damages at law or equity including, but not limited to, property damage to said improvements, which I now have or may have hereafter on account of or in any way arising out of any actions on the part of the Village of Algonquin including the Village's maintenance or work upon its right-of-ways, public utility easements or drainage easements. I agree to remove or relocate said improvement(s) upon the Village of Algonquin's request.

In signing this Release and Waiver of Liability, I also agree to indemnify and hold harmless the Village of Algonquin, its officers, employees and agents from any and all liability, damages, suits, claims and demands for damages at law or equity which someone other than myself may have or may have hereafter on account of or in any way related to property damage to any and all improvements placed upon a Village right-of-way, public utility easement or drainage easement, on or account of or in any way related to the installation of said improvements, including any liens or personal or other injuries which may arise during or subsequent to the installation of said improvements.

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

Property Owner's Name: \_\_\_\_\_

Property Owner's Signature: \_\_\_\_\_

Property Address: \_\_\_\_\_

Type of Improvement: \_\_\_\_\_

**INDIVIDUAL SUBDIVISION COVENANTS MAY HAVE FENCING RESTRICTIONS**