

BUILDING SEWER TRAP
WAIVER AND RELEASE OF LIABILITY

The Paint Township strongly recommends the installation of a trap in the main lateral serving each property as a means to help to prevent odors and sewer gases from entering the building through the building sewer. The Typical Detail of the Service Connections to Sanitary Sewer provided to all customers at the time of connection shows the installation of a trap as part of the building sewer detail.

The Township has determined that there may be situations where the installation of such a trap is difficult to install with reasonable efforts or may not be desired, for any reason, by the property owner; and the Township has determined that it will not require the installation of a trap on the main sewer lateral serving the building so long as the owner executes this Waiver and Release of Liability.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the property owner(s) hereby agree as follows:

1. That the aforesaid recitals are incorporated herein by reference. The property owners are assuming full responsibility for any harm or injury caused by or attributed to, in whole or in part, the lack of a trap on the main sewer lateral.

2. That the property owner(s) for themselves, their successors, assigns, personal representatives and heirs do hereby release in Paint Township, its officers, officials, agents, servants, employees and contractors from any and all damages, injuries, including death, as well as any claims by third parties, including, but not limited to, the entry of gas and/or sewer odors into the premises and further agree to indemnify and hold harmless the Paint Township, its officers, officials, agents, servants, employees and contractors of and from any liability including attorneys fees and expenses, which may arise from the non-installation of the traps.

3. The property subject to this Waiver is identified as _____
_____, Windber, Pennsylvania 15963.

IN WITNESS WHEREOF, and intending to bound hereby, the parties hereto have set their hands and seals the day and year first above written, representing that they are the sole owners of the property or are otherwise authorized to sign this waiver.

Date: _____

Property Owner(s)

Witness

Print Name

(SEAL)

Witness

Print Name

(SEAL)