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Waiver of Sewage Treatment System Evaluation and Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement

Property Address: _____

Township: _____ Parcel #: _____

Please Print the name, address and phone number of the **Buyer(s)**:

Please Print the name, address and phone number of the **Seller(s)**:

Due to the following conditions, a temporary waiver of sewage treatment system (STS) evaluation / inspection is requested for the above referenced property, (check whichever applies to this request). This form must be signed by the Buyer and Seller and submitted to Huron County Public Health prior to the closing of the real estate transaction.

- Exempted transfer, where no evaluation of the STS is required.
- Connection will be made to an available sanitary sewer within ninety (90) days of transfer.
- Other (state reason): _____

(If checked, must have prior approval from the Health Department.)

Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement,: In consideration for the above, I hereby release and discharge, indemnify and hold harmless Huron County Public Health, its Board, officers, agents, employees, predecessors, successors and assigns, and any other persons or entities acting on the District's behalf, against any and all claims, demands, and causes of action whatsoever, whether presently known or unknown, either in law or in equity, relating to person or property or both, arising from any and all limitations of the HSTS at the property address listed above.



An equal opportunity provider of employment and services.



The Buyer and Seller has read the foregoing **Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement**, and understands that the Buyer and Seller have given up substantial rights by signing it and have signed it freely and without any inducement or assurance of any nature; The Buyer and Seller intends this instrument to be a complete and unconditional release of all liability to the greatest extent allowed by law and agrees that, if any portion of this **Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement** is held invalid, the balance shall continue in full force and effect. The Taxpayer understands that this **Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement** shall be governed by the laws of the State of Ohio and that any claim, lawsuit, or other action must be filed only in the courts located within Huron County, Ohio.

In consideration of the District’s disclosure and advisement of the potential monetary risk to the Buyer,

I, THE BUYER AND SELLER, HAVE CAREFULLY READ, FULLY UNDERSTAND, AND VOLUNTARILY SIGN THE ABOVE RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT AND ACKNOWLEDGE THAT IT SHALL BE EFFECTIVE AND BINDING UPON ME, MY HEIRS, EXECUTORS, REPRESENTATIVES, AND ASSIGNS.

NOW, THEREFORE, in consideration of and reliance on the representations and mutual promises and covenants contained herein and intending to be legally bound, the Buyer and Seller agree to effect the elimination of any obligations as here before designated.

IN WITNESS WHEREOF, the parties have executed this Mutual Agreement and acceptance of its requirements as of the day and year attested by the Notary Public.

Date _____
Signature of Buyer or Authorized Representative for the Buyer

State of Ohio, County of _____
Before me a Notary Public for the State of Ohio appeared the above named _____, who acknowledged and signed the foregoing instrument and their signing, was their free act.

IN TESTIMONY WHEREOF, I have hereto subscribed my name and affixed my seal this ____ day of _____.

Notary Public

Date _____
Signature of Seller or Authorized Representative for the Seller

State of Ohio, County of _____
Before me a Notary Public for the State of Ohio appeared the above named _____, who acknowledged and signed the foregoing instrument and their signing, was their free act.

IN TESTIMONY WHEREOF, I have hereto subscribed my name and affixed my seal this ____ day of _____.

Notary Public