

Water Smart Home

The undersigned homeowner or resident ("Participant") wishes to participate in the Water Smart Home Program (Program) voluntarily. The Program is offered by Upper San Gabriel Valley Municipal Water District (Upper Water). Upper Water contracted EcoTech Services, Inc. (EcoTech) to administer the Program.

By accepting, I hereby affirm that I am an authorized homeowner or resident and hereby agree to the participation guidelines and terms of the Program.

1. In consideration of being permitted to participate in the Program, I, on behalf of myself and any of my respective heirs, executors and assigns, knowingly, voluntarily and expressly forever waive, release, and discharge any and all claims, demands, damages, debts, liabilities, obligations, contracts, causes of action, suits, and costs of whatever nature, character, or description, whether known or unknown, anticipated or unanticipated, asserted or established (collectively "Claims") I may have against Upper District and EcoTech, and their respective board members, officers and employees, directors, administrators, assigns, representatives, successors, and agents (each an "Indemnitee" and collectively the "Indemnites"), arising out of, in connection with, and/or relating to the participation in the Program, and the installation of and use of the items in the Water Smart Home Kit, including, without limitation, the acts, omissions, or negligence (but not the gross negligence) of the Indemnites. Further, I agree to indemnify and defend the Indemnites against, and will hold and save them and each of them harmless from, any and all third party actions, suits, claims, liens, damages to persons or property, losses, costs, penalties, obligations, or liabilities, that may be asserted or claimed by any person, firm or entity arising out of, in connection with, and/or relating to the participating in the Program, and the installation of and use of the items in the Water Smart Home Kit.
2. I acknowledge and agree that I shall be solely responsible for any and all material and labor costs, fees and expenses related to any installation or re-installation services to the items contained in the Water Smart Home Kit.
3. I understand and agree that this Waiver is a release of ALL claims, demands, causes of action, obligations, damages, and liabilities of any nature whatsoever that are described therein and is intended to encompass all known and unknown, foreseen and unforeseen claims that I may have as a result of my participation in the Program or in the installation and use of the items in the Water Smart Home Kit. To that end, I expressly agree to waive and relinquish all rights and benefits I may have against the Indemnites in relation to my participation in the Program and the installation and use of the items in the Water Smart Home Kit based on Section 1542 of the Civil Code of the State of California which reads as follows: "§1542. [Release] A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party." Being aware of Section 1542, I hereby expressly waive any and all rights I may have thereunder, as well as under any other statute or common law principles of similar effect under the laws of any state or the United States.
4. I have read, understand and agree to abide to all participating terms and conditions of the Program which is attached hereto.
5. I expressly agree that this waiver is intended to be as broad and inclusive as is permitted by the laws of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Please return to the previous window to acknowledge the waiver of liability to complete the registration.