

**THE REGIONAL MUNICIPALITY OF HALTON
ENHANCED BASEMENT FLOODING PREVENTION
SUBSIDY PROGRAM WAIVER FORM**

B E T W E E N:

THE REGIONAL MUNICIPALITY OF HALTON, (the “**Region**”)

– and –

_____, (the “**Homeowner**”)
(Print name or names as applicable)

– of –

_____, (the “**Property**”)
(Print address)

WAIVER TERMS AND CONDITIONS – PLEASE READ CAREFULLY

- 1) The Homeowner, exercising sole discretion, has engaged a contractor, selected by the Homeowner, to make modifications (the “**Work**”) to the Property’s storm water systems to promote the drainage of storm water from around and under the Property’s building foundation as part of the Region’s Enhanced Basement Flooding Prevention Subsidy Program (the “**Program**”).
- 2) The Homeowner acknowledges and agrees that it has met the eligibility requirements of the Region’s Program and that all information provided to the Region by the Homeowner is accurate and true.
- 3) In consideration of receiving subsidy money from the Region, the Homeowner(s) agree to the following:
 - (a) The Region’s provision of financial assistance as part of the Program is not deemed, construed, interpreted or implied as an admission on the part of the Region, its councillors, officers, employees or agents of any liability or responsibility whatsoever for past or future flooding or any other events, whatsoever and howsoever caused, that impact the Property, and which have or may occur in the public or private wastewater and storm water systems;
 - (b) The Region is not a party to any contract or agreement between the Homeowner and any contractor, consultant, or tradesperson engaged by the Homeowner to perform the Work (collectively, the “**Contractor**”);
 - (c) No Contractor is an employee, agent, partner, or representative of the Region;
 - (d) The means, methods, materials and designs used in the performance of the Work by the Homeowner’s selected Contractor are not controlled, directed, supervised, inspected, or managed or induced by the Region. The Region makes no warranty or



guarantee in respect of the suitability, operation, or acceptance of the completed Work at the Property;

- (e) The wastewater and stormwater systems located on the Property are the Homeowner's sole responsibility, including all future inspection, maintenance and upkeep. The performance of the Work in no way deems anything located on the Property now or in the future as being part of the public wastewater system; and
 - (f) The Homeowner shall comply with all applicable laws and by-laws, including ensuring that all required permits, approvals, and inspections are obtained.
- 4) The Homeowner hereby waives, releases, and forever discharges the Region, its council members, officers, employees, and agents from any and all claims, demands, actions, proceedings, damages, losses, costs, or expenses arising from or related to the Household Drainage Survey or participation in the Program, except to the extent caused by the Region's own negligence.
- 5) The Homeowner agrees that this waiver shall be considered validly executed and delivered if sent by fax or in a .pdf (or other common electronic format) by e-mail. Such facsimile or email copy shall be deemed to have the same force and effect as an executed original.
- 6) By signing below, I/we the Homeowner warrant that I/we have legal capacity to execute this waiver, and acknowledge I/we have read, understand, and agree to the terms and conditions set out above. I/we further acknowledge that I/we have not been induced to execute this waiver, and I/we have had the opportunity to obtain independent legal advice prior to signing this document.

IN WITNESS WHEREOF, the Homeowner has signed their name(s) at the times and places indicated.

This _____ day of _____, 20____.
(date) (month) (year)

at the _____ of _____ in the Province
of Ontario.
(“city”, “town”, etc.) (name of city/town)

HOMEOWNER Signature

HOMEOWNER Signature

HOMEOWNER Name (print)

HOMEOWNER Name (print)

I/We represent that I/we am/are the owners of the Property.