

**SANTA CLARITA VALLEY WATER AGENCY
SMART CONTROLLER REBATE PROGRAM
INDEMNIFICATION AND RELEASE OF LIABILITY**

Santa Clarita Valley Water Agency ("SCV Water") is offering a rebate program ("Program") to encourage the installation of smart controllers for residential and commercial, industrial and institutional customers, including large landscape customers, in the Santa Clarita Valley. This Indemnification and Release of Liability ("Release") is made between SCV Water and the owner of record ("Participant") at addresses within the SCV Water service area. This Release is effective as of the date signed below by the Participant. This Release must be signed by the Participant prior to the rebate request being issued.

1. ELIBILITY REQUIREMENTS:

To be eligible to participate in the Program, the Participant must complete and execute the SCV Water Smart Controller Rebate Application and comply with all of the terms and conditions of such.

2. INDEMNIFICATION BY PARTICIPANT:

In consideration of participation in the Program and receiving a rebate for a smart controller installed at the participants address and to the maximum extent permitted by law, Participant and Participant's members, employees, agents, contractors, sub-contractors, consultants, and successors (collectively, the "Indemnitors") shall defend, indemnify and hold harmless SCV Water and its Directors, employees, agents, contractors, consultants and attorneys (collectively, the "Indemnitees") from any and all claims, demands, lawsuits, charges, complaints, liabilities, indemnities, actions, costs, debts, expenses, liens, losses, injuries, and damages of any kind or character to any person or property arising from, caused by or relating to the installation at the Participant's property, whether existing before or after the execution of this Release, including, without limitation, (a) any damage to existing plumbing, plumbing fixtures, structures, or real property or personal property, irrespective of ownership thereof, (b) any personal injury or damage to any person, (c) any defect in the design or installation of any other plumbing associated with the replacements, or in any work or any other services performed by Indemnitors or Indemnitees, (d) the condition of Indemnitors' property, any of which conditions may exist before or after the execution of this Release, or (e) the presence or existence of any hazardous substances, materials or waste in, on or near the property, whether known or unknown and whether resulting from occurrences prior to or after the removals (collectively, the "Released Claims").

3. RELEASE AND WAIVER:

In consideration of participation in the Program and receiving a rebate from SCV Water for the installation of a smart irrigation controller, Participant hereby releases, waives, discharges and agrees not to sue Indemnitees for any and all Released Claims, and Participant agrees not to file, submit, publish or pursue any other claims, actions, or proceedings against Indemnitees in connection with the Program and any of the Released Claims.

Participant understands that while uncommon, serious accidents, personal injuries and property damage may occur from the activities required for participation in the Program. Knowing these risks, however, Participant nevertheless expressly assumes all such risks and, in consideration of Participant's participation in the Program, and to the maximum extent permitted by law, Participant hereby voluntarily waives and discharges in advance, any and all actions, causes of action and claims for personal injury, property damage and/or wrongful death that

Participant, or any of Participant's members or agents, may have, or that may hereafter accrue, as a result of such participation in the Program.

Participant acknowledges that different or additional facts may be discovered in addition to what it now knows or believes to be true with respect to the matters herein released, and Participant agrees that this general release shall be and remain in effect in all respects as a complete and final release of the matters released, notwithstanding any different, additional or unknown facts that may now exist or may later be discovered.

4. GENERAL PROVISIONS:

- A. Participant further agrees and understands that SCV Water is in no way involved in the design, production, ownership, or installation of any smart controllers and SCV Water makes no representations or warranties regarding such. SCV Water simply is providing a financial rebate if certain conditions are satisfied and has no other involvement whatsoever.
- B. Participant further expressly agrees that the Release provided herein 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, the balance of the Release shall continue in full legal force and effect.
- C. Participant has read and understands and voluntarily signs this Release, and Participant further agrees that no oral representations, statements or inducements apart from this written agreement and Release have been made.

I have read this release.

Signature of Participant

Date

Printed Name of Participant

Name of Project Site

Project Address