



# SMOKE ALARM PROGRAM

## WAIVER AND RELEASE FROM LIABILITY

I understand and agree that \_\_\_\_\_ is providing smoke alarm(s), battery(s), installing the property owner's battery operated alarm(s), and/or inspecting the property's smoke alarm(s) as a public service in the interest of encouraging fire/life safety and helping to prevent needless injury and/or loss of life or property.

I understand that \_\_\_\_\_ does not guarantee or endorse this brand of smoke alarm or brand of battery. I also understand that \_\_\_\_\_ is not a seller, manufacturer, or dealer of smoke alarms or batteries.

The undersigned, voluntarily and in consideration of the free smoke alarm(s), battery(s), installation of the property's battery operated alarm(s), or inspection of the property's smoke alarm(s), hereby agrees to release, discharge, hold harmless and waive any and all claims including negligence claims for injury, deaths, damages, costs, or expenses to me or my property that may be caused by any act, or failure to act, by \_\_\_\_\_ and each and all of its elected and appointed officials, employees, volunteers, and representatives and agents in connection with or arising out of the participation of the undersigned in this activity. I hereby waive any cause of action that I may have now or in the future or that anyone else may have by or through me, arising out of a malfunctioning of the smoke alarm(s) or the battery(s), whether or not used in accordance with the manufacturer's instructions. This waiver binds me, the undersigned, and my family, heirs, executors and assigns.

I also understand all risks involved and have had the opportunity to call or speak with \_\_\_\_\_ or its agents and employees to ask any questions that I may have, I assume the risk of all conditions associated with this activity and agree that I am solely responsible for any injuries incurred by me or the occupants of the property in connection with this activity and will defend, indemnify and hold harmless \_\_\_\_\_, its officers, agents and employees from and against any and all claims, liabilities, losses, damages, actual attorney fees and settlement expenses arising from personal injury to the occupants of the property resulting or arising out of or in connection with participation in the Smoke Alarm Program based upon any act, omission, or negligence of any person or persons, including but not limited to \_\_\_\_\_, its agents, officers, employees, or volunteers. This provision is not intended to waive the defense of governmental immunity that may be asserted by \_\_\_\_\_ in an action against it.

I expressly acknowledge and agree that the foregoing release, waiver, and indemnity agreement provisions are intended to be as broad and inclusive as is permitted by law and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

**CAUTION: READ THE ABOVE BEFORE SIGNING.**

**BY SIGNING THIS AGREEMENT, YOU ARE AGREEING THAT YOU WILL NOT SUE \_\_\_\_\_, ITS EMPLOYEES, OFFICIALS, VOLUNTEERS, REPRESENTATIVES OR AGENTS AND THAT YOU WILL INDEMNIFY \_\_\_\_\_, ITS EMPLOYEES, OFFICIALS, VOLUNTEERS, REPRESENTATIVES, OR AGENTS, AGAINST ANY AND ALL CLAIMS BROUGHT BY OR ON BEHALF OF ANY OCCUPANT OF THE PROPERTY IN CONNECTION WITH PARTICIPATION IN THE SMOKE ALARM PROGRAM.**

\_\_\_\_\_  
Name (Please Print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Property Address

\_\_\_\_\_  
Signature

Approved 2/25/14

### Fire Departments

Norton Shores	799-6809	Fruitport Twp	865-6106
Muskegon	724-6792	Ravenna Twp	638-1142
North Muskegon	744-1466	Moorland Twp	853-2105
Muskegon Heights	733-8890	Casnovia	332-6721
Muskegon Twp	773-4316	Egelston Twp	788-2254
White Lake	893-6503	Dalton Twp	766-3277
Fire Authority		Blue Lake Twp	894-5926
Montague	893-3311		
Holton Twp	821-2685		