



CROWLEY FIRE DEPARTMENT STANDARD OPERATING PROCEDURE

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| SUBJECT: Smoke Detector Inspections and Installation | SECTION: General Procedures SECTOR: PROCEDURE #: 200.12 |
| EFFECTIVE DATE: January 1, 2010 | REVISION DATE / NUMBER: January 24, 2013 |

WAIVER AND RELEASE OF LIABILITY

NOTICE: BY EXECUTING THIS FORM YOU WILL BE ACKNOWLEDGING THE EXISTENCE OF CERTAIN RISKS AND GIVING UP CERTAIN LEGAL RIGHTS MORE SPECIFICALLY DESCRIBED BELOW. PLEASE READ CAREFULLY.

- 1. Acknowledgment of Program and Permission to Install, replace or service.** The Undersigned Person acknowledges that the City of Crowley is providing free of charge one or more Smoke Detectors (in a number agreed to by the parties). To receive the benefits of the Smoke Detector(s), the Undersigned Person hereby grants permission to Crowley Fire Department Representatives to enter the Undersigned Person's Residence solely for the purpose of installing, replacing or servicing the agreed-upon Smoke Detectors or replacing resident provided batteries in an approved manner.

- 2. Acknowledgment of Risk.** The Undersigned Person acknowledges the risks associated with residential fires, even when a properly operating Smoke Detector Alarm or battery is installed. The Undersigned Person also acknowledges the small risk of potential personal injury or property damage that could result from the installation of the agreed-upon Smoke Detectors or batteries.

- 3. Waiver and Release of Liability.** The Undersigned Person hereby releases and forever discharges the City of Crowley, a Texas municipal corporation, its elected and appointed officials, directors, officers, boards, commissions, agents, representatives, servants, and employees, and any and all other persons, firms, or corporations who are or might be liable, from any and all claims of any kind or character which the Undersigned Person has or may have against them relating in any way to the Smoke Detector(s) provided by the Crowley Fire Department or batteries provided by resident . This waiver includes all damages, losses, costs, expenses, and injuries that allegedly occur during the installation or battery replacement. In that regard, the Undersigned Person covenants to indemnify, defend, and hold harmless to the fullest extent permitted by law the foregoing persons and entities from any loss or damages, including reasonable attorneys' fees and litigation expenses, which may be incurred by them in the event any such claims are asserted against them or any of them. This waiver does not extend to any such claim or liability that is caused by the sole and exclusive intentional acts or gross negligence of the Crowley Fire Department or its officers, employees, or agents.

By checking this box the undersigned person acknowledges that the occupancies hard wired existing smoke detector system has failed. A Crowley Fire Department representative has notified this person to seek professional repair of the system.



Please Print Name: _____ Signature: _____

Date: _____ Address: _____

_____ Number of Batteries Replaced _____ Number of Smoke Detectors Replaced