

**ICR WATER USERS ASSOCIATION
PO BOX 2389
PRESCOTT, AZ 86302
928-445-5606
www.ICWC.info
DISCLAIMER AND RELEASE**

This disclaimer and release is given by the undersigned (“Owner”) to Inscription Canyon Water Company, an Arizona nonprofit corporation (the “Company”), on the date set forth below.

Owner has requested the Association to provide municipal water to the lot described below (the “Lot”). The Association is the provider of municipal water service to lots in the subdivision in which the Lot is located. The Company has determined that it is required to install a one-inch water meter in connection with the water line to the Lot because of existing governmental fire suppression regulations.

Owner has requested the Association to install a three-quarter inch meter instead of a one-inch meter to the water line to the Lot. Owner understands that a three-quarter inch meter may not be in compliance with existing or future fire code regulations. The Association is willing to install a three-quarter inch meter instead of a one-inch meter, but only in consideration of Owner granting to the Company this release of liability.

Therefore, in consideration of the Association installing a three-quarter inch water meter on the water line to the Lot, the Owner, on behalf of itself, its successors, assigns, and future owners of the Lot, hereby releases and forever discharges the Company, and its successors and assigns, and all other persons or entities whose conduct may be imputed to, or who may have acted on its behalf, of and from any and all liability, claims, demands and causes of action of whatever nature, whether known or unknown, in any way connected with or directly or indirectly arising from or out of the installation of the three-quarter inch water meter in lieu of a one-inch water meter. Owner expressly acknowledges and agrees that it may in the future incur or suffer substantial damages or losses as a result of such installation; nevertheless, and as part of the consideration for the installation of the three-quarter inch meter, it is the intention of Owner to and it does hereby release and forever discharge the Company from any and all liability, claims, demands and causes of action of whatever nature arising out of or in any manner connected with any such unknown or future losses or damages. Owner agrees to indemnify, defend and hold harmless the Company from and against any costs, expenses or claims which may be asserted against the Company on account of any claims released hereunder, including reasonable fees of lawyers, accountants, experts, or other professionals and related costs.

OWNER:

Co-owner, if any

Lot: _____

Date: _____