

**Waiver of Liability and Hold Harmless Agreement
Relating to Coronavirus/COVID-19**

Name of Homeowner _____ Date _____

Address _____ City _____ State _____ Zip _____

Definition of DeKalb Cares Plumbing Repair Program: The DeKalb CARES, administered by the DeKalb County Community Development Department in partnership with the DeKalb County Watershed Department, is designed and committed to supporting qualified low to moderate-income households throughout DeKalb County; the project will assist in the repair, installation, and carrying out and enforcement of DeKalb County Watershed Plumbing Codes. DeKalb CARES project consists of four components:

Private Sewer Lateral Remediation - Potential sewer lateral issues

- Structural defects in the sewer lateral allow infiltration of stormwater into the sewer
- Connections of roof drains, area drains, etc., allowing inflow of stormwater runoff into the sewer
- Slope issues in laterals create the risk of building backups.
- Lack of cleanout on the property line to enable the investigation of the location of sewer lateral issues

Septic to Sewer Conversion

- Assist those in need with sewer available on their street to connect to the sewer system.

Water Leaks (High Water Usage)

- Assist those in need with water leaks to repair the leak, and if not already done, convert to AMI transmitters for electronic usage reporting/Advanced Metering Infrastructure (AMI).

Water Leaks (Inclement Weather Issues)

- Assist those in need with water leaks to repair the leak.

HARMLESS AGREEMENT

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is highly contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing.

By signing this agreement, I _____ acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I may be exposed to or infected by COVID-19 by participating in DeKalb Cares Plumbing Repair Program and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 while receiving services may result from the actions, omissions, or negligence of myself and others, including, but not limited to, DeKalb County.

I understand the hazards of the novel coronavirus (“COVID-19”) and am familiar with the Centers for Disease Control and Prevention (“CDC”) guidelines regarding COVID-19. I acknowledge and understand that the circumstances regarding COVID-19 are changing daily and that the CDC guidelines are regularly modified and updated. I accept full responsibility for familiarizing myself with the most recent updates.

Notwithstanding the risks associated with COVID-19, which I readily acknowledge, I hereby choose to **receive plumbing repair services** as a Participant in the DeKalb Cares Plumbing Repair Program. I understand that repair service includes all pre-repair application and inspection processes and work; repair and inspection processes and work; post-repair inspection work; warranty inspections, warranty repairs, and warranty follow-up.

I acknowledge and fully assume the risk of illness or death related to COVID-19 arising from my volunteer participation in SPHRP and hereby RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE (on behalf of myself and any minor children in the home) DeKalb County from any liability related to COVID-19 which might occur as a result of my participation in the Special Purpose Home Repair Program.

I shall indemnify, defend and hold harmless DeKalb County and _____ (Contractor) from and against any claims, demands, suits, judgments, losses, or expenses of any nature whatsoever (including, without limitation, attorneys’ fees, costs, and disbursements, whether of in-house or outside counsel and whether or not an action is brought, on appeal or otherwise), arising from or out of, or relating to, directly or indirectly, the infection of COVID-19 or any other illness or injury.

I expressly intend that this Waiver of Liability and Hold Harmless Agreement shall bind any assigns and representatives and be deemed a RELEASE, WAIVER, DISCHARGE, AND COVENANT NOT TO SUE DeKalb County. This Agreement and the provisions contained herein shall be construed, interpreted, and controlled according to the laws of the State of Georgia. I HEREBY KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO A JURY TRIAL OF ANY DISPUTE ARISING IN CONNECTION WITH THIS AGREEMENT.

IN SIGNING THIS AGREEMENT, I ACKNOWLEDGE AND REPRESENT THAT I have read

the preceding Wavier of Liability and Hold Harmless Agreement, understand it, and sign it voluntarily as my free act and deed; no oral representations, statements, or inducements, apart from the preceding written agreement, have been made; I am fully competent; and I execute this Agreement for full, adequate and complete consideration fully intending to be bound by same.

Homeowner Printed Name: _____

Homeowner Signature _____ Date _____