

GENERAL RELEASE OF LIABILITY

I, _____, of _____ (Hereinafter the "Releasor") have agreed to this General Release of Liability ("Agreement") for no payment or consideration.

THEREFORE, under the terms of this Agreement and sufficiency of which is hereby acknowledged, Do hereby release and forever discharge the City of White House, of 725 Industrial Drive, White House, Tennessee, 37188 (Hereinafter the "Release") including their agents, employees, successors and assigns, and their respective heirs, personal representatives, affiliates. Successors and assigns, and any and all persons, forms or corporations liable or who might be claimed liable, whether or not herein named, none of whom admit any liability to the undersigned, but all expressly denying liability, from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature whatsoever, which I now have or may hereafter have, arising out of or in any way relating to any and all injuries and damages of any and every kind, to both person and property, and also any and all injuries and damages that may develop in the future, as a result of or in any way relating to the following:

- Private property structures, such as a fence, shall not impede the natural infiltration of surface water or flow of stormwater runoff per Subdivision Regulations Subsection 4-106.1 All lots shall make adequate provisions for stormwater or floodwater run-off channels or basins. Each lot shall have a ten (10) foot dedicated drainage easement on each lot line. Perpetual unobstructed easements shall be provided for utilities (private or public). The subdivider shall take such actions as are necessary to ensure the coordination and continuation of utility easements established.
- The City will not be responsible for the removal or replacement of such structures to when mitigation or repair work is required, where obstructions have been identified to be within the ROW or P.U.D.E. dedicated easements.

It is understood and agreed that this Agreement is made and received in full and complete settlement and satisfaction and causes of action, claims, and demands mentioned herein; that this Release contains the entire Agreement between the parties; and that the terms of this agreement are contractual and not merely a recital. Furthermore, this Release shall be binding upon the undersigned, and his respective heirs, executors, administrators, personal representatives, successors, and assigns. This Release shall be subject to governed by laws located in the State of the Release.

This Release has been read and fully understood by the undersigned and has been explained to me.

EXECUTED this ____ day of _____, 20 ____.

I assume all related risks, both known and unknown to me, of my participation in this activity.

Releasor's Signature: _____

Print Name: _____