

KANARRAVILLE TOWN CORPORATION

40 South Main Street, HC 65 Box 148

Kanarraville UT 84742

(435) 867-1852

RELEASE AND COVENANT

NOT TO SUE

 This RELEASE AND COVENANT NOT TO SUE is executed on the \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_, 20\_\_\_, by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Town of Kanarraville, County of Iron, State of Utah, herein referred to as “Releasor”, and runs to and in favor of Kanarraville Town, Iron County, State of Utah, herein referred to as “Releasee”.

RECITALS

 1. Kanarraville Town is a small town located in Iron County, State of Utah.

 2. Kanarraville Town does not maintain a town engineer, nor does it maintain any officer or employee capable of analyzing problems related to soils within Kanarraville Town, and construction upon or in such soil, or related in any way to flooding. Kanarraville Town is not in any position to give advice to anyone concerning construction problems in Kanarraville Town.

 3. Kanarraville Town believes, based upon certain occurrences, that there are areas of Town which contain gypsum mixed in the soil, and which therefore, because of the gypsum content or other reasons, may give rise to subsidence problems in the event of construction within or upon such soils. Kanarraville Town also believes that flooding may be a problem in various areas of town, particularly in the event of thunderstorms.

 4. Releasor owns land within Kanarraville Town, and desires to purchase and obtain the issuance from Kanarraville Town of either a water service hookup and/or a building permit.

In consideration of the sale by Kanarraville Town to Releasor of a water service hookup, and/or in consideration of the issuance of a building permit by Kanarraville Town, (Releasor having paid the appropriate fees), the receipt of which consideration is acknowledged by Releasor, and in consideration of the benefit to the property of Releasor arising out of the purchase of said water service hookup and/or the issuance of said building permit, Releasor:

 1. Hereby releases and discharges Releasee from any and all claims, demands, and causes of action that may arise as a result of the purchase of the water service hookup by Releasor and/or the issuance of the building permit by Kanarraville Town. This release shall inure to the benefit of Releasee, and shall bind Releasor and all heirs, legal representatives, assigns, and successors in interest to Releasor’s real property located within Kanarraville Town.

 2. Understands and agrees that if Releasor undertakes any construction or other action whatsoever based upon the purchase of the water service hookup and/or the issuance of the building permit, said action is undertaken upon Releasor’s own responsibility, and at the sole risk of Releasor. Releasor specifically understands and agrees that Releasor shall have no cause of action whatsoever against Kanarraville Town arising in any way out of the purchase of said water service hookup and/or the issuance of said building permit by Kanarraville Town, whether related to subsidence, flooding, or other problems and/or difficulties of any nature.

 3. Understands and is fully cognizant of possible risks which might arise because of construction on Releasor’s real property in Kanarraville Town, including, but not limited to, flooding and/or subsidence of soils on said real property and consequent injury to or destruction of improvements constructed in or upon said real property. Releasor understands and agrees that this release is effective as to any claims which Releasor may have now, or which Releasor may have in the future, either because of any item mentioned above or because of any other occurrence in the future, related in any way to the purchase of the water service hookup and/or the issuance of the building permit mentioned above, whether such instances are or are not mentioned particularly in this release.

 4. Signs this release in order to induce Kanarraville Town to sell to Releasor a water service hookup or issue a building permit, and Releasor understands that such sale of the water service hookup or issuance of a building permit by Kanarraville Town would not occur if Releasor did not sign this document.

 5. Understands that he is releasing and discharging only his claims against Releasee. Releasor expressly reserves all rights, claims, and causes of action that he may have against Releasor’s own employees, agents, servants, engineers and/or contractors.

 6. Warrants that no promise or inducement has been offered or made except as herein set forth; that this release is executed without reliance on any statement or representation by Releasee or by any agents, officers, or employees of Releasor. Releasor is of legal age and is legally competent to execute this document and accepts full responsibility therefor.

 7. Understands that this release, and sale of a water service hookup and/or issuance of a building permit to Releasee, by Releasor, is not to be construed as any admission of liability whatsoever on the part of Releasee. Releasee has expressly denied any liability whatever, and any responsibility whatever, with respect to Releasor.

 8. Hereby agrees to indemnify Releasee, its agents, officers, and employees, against any and all claims, demands, rights, liabilities, and suits that may hereafter be made or brought at any time by Releasor, his heirs, personal representatives, assigns, and successors in interest with respect to their real property owned by Releasor in Kanarraville Town, arising out of or in any way traceable to the sale of the water service hookup and/or the issuance of the building permit to Releasor by Releasee.

 9. Hereby covenants and agrees never to institute any action or suit at law or in equity against Releasee, nor institute, prosecute, or in any way aid in the institution of prosecution of any claim, demand, action, or cause of action for damages, cost, loss of services, expenses, or compensation for or on account of any damage, loss or injury either to person or property, or both, whether developed or undeveloped, resulting or to result, known or unknown, past, present, or future, arising out of the sale of a water service hookup and/or the issuance of a building permit by Kanarraville Town to Releasee.

 10. Has read this document and understands all its terms. Releasor executes it voluntarily and with full knowledge of its significance.

 IN WITNESS WHEREOF, Releasor has executed this release on the \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_.

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 RELEASOR

STATE OF UTAH)

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County of Iron )

 On this \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_, personally appeared before me \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, who duly acknowledged to me that he/she executed the within and foregoing Release and Covenant Not to Sue for the purposes stated therein.

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Residing In: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_