

**CITY OF UPPER ARLINGTON
REMOTE OR VIRTUAL INSPECTION**

RELEASE, HOLD HARMLESS, INDEMNIFICATION, AND WAIVER OF LIABILITY

Property Owner Name(s): _____

Property Address: _____

Type of Inspection: _____

Contractor: _____

I hereby request and authorize the City of Upper Arlington, its employees, and/or its agents (the "City"), to conduct the above-referenced inspection ("Inspection") at the above-referenced property by remote or virtual inspection. I understand, acknowledge, and agree that conducting the inspection remotely or virtually is different than, and may not be as effective or reliable as, a standard in-person inspection, and expressly assume all the risk associated with conducting the inspection remotely or virtually.

I understand, acknowledge, and agree that the City is conducting the Inspection remotely or virtually at my request in order to mitigate possible delays caused by the ongoing COVID-19 pandemic.

For and in consideration of the City conducting the Inspection remotely or virtually, and for other valuable consideration, I hereby, for myself, my heirs, executors and administrators, waive any and all rights and claims for damages, and agree to hold harmless, indemnify and release the City of Upper Arlington, and any of its employees, agents, and officials, from any and all liability for any injury or damage sustained by any person or property, and any damage or injury whatsoever, direct or indirect, associated with, arising from, or related to the Inspection.

I understand, acknowledge, and agree, that as the owner of the property the duty to ensure that the property complies with all applicable building and other codes is mine alone, to the exclusion of all other parties.

I understand, acknowledge, and agree that, notwithstanding my request for the Inspection or the execution of this document, that the City may, at its discretion, deny, cancel, or otherwise terminate the Inspection or require further in-person inspection prior to any approval.

I understand, acknowledge, and agree that this waiver shall be legally binding on the undersigned property owner, my heirs, executors, administrators, and assigns.

I, the undersigned "property owner," represent that I am the lawful owner of the property listed above and am authorized to execute this Release, Hold Harmless, Indemnification, and Waiver.

I represent that I have read and fully understand this document, that I have executed this document willingly and voluntarily, and that I agree to be legally bound by all terms of this document. This hold harmless agreement may be executed electronically and with signatures delivered by either facsimile or scanned e-mail and copies of such signatures so delivered shall be deemed as originals

Property Owner(s):

Print Name

Signature

Date

Print Name

Signature

Date

Contractor Acknowledgement and Agreement

I, the above-referenced Contractor, understand, acknowledge, and agree to be bound by all the terms of this Release, Hold Harmless, Indemnification, and Waiver to the same extent as the property owners, and specifically, hereby for myself, my heirs, executors and administrators, employees, officers, Members, shareholders, or any other party or entity who or which may lawfully make any claim by or through the Contractor, waive any and all rights and claims for damages, and agree to hold harmless, indemnify and release the City of Upper Arlington, and any of its employees, agents, and officials, from any and all liability for any injury or damage sustained by any person or property, and any damage or injury whatsoever, direct or indirect, associated with, arising from, or related to the Inspection.

I hereby warrant that I am a legally authorized representative of "Contractor" and am authorized to execute this document and to legally bind Contractor to all provisions of this document.

I represent that I have read and fully understand this document, that I have executed this document willingly and voluntarily, and that I agree to be legally bound by all terms of this document.

Contractor: _____

By: _____

Title: _____

Date: _____