Waiver and Release of Liability for Well Measurement Equipment

Napa County ("County") is offering for borrowing a Solinst well-depth measuring device ("Equipment") to members of the community, free of charge. By signing this document, the undersigned hereby agree as follows:

1. **Equipment.** County is lending the following item(s) to me: Solinst Water Level Meter, Model 102.

2. **No Warranties Are Made.** County is not making any representations, warranties, or guarantees about the Equipment, including any implied warranties of merchantability and/or fitness for any purpose. I am borrowing the Equipment "as is". **Assumption of Risk.** I understand that there are certain risks of injury that may arise from the possession, use or misuse of the Equipment, including the risk of injury, disability, or death, or damage to property. I ASSUME FULL RESPONSIBILITY FOR ALL RISKS ARISING DIRECTLY OR INDIRECTLY FROM MY POSSESSION, USE OR MISUSE OF THE EQUIPMENT, BOTH KNOWN AND UNKNOWN, REGARDLESS OF THE CAUSE.

3. **Waiver and Release.** I hereby waive and release any and all claims against Napa County and its respective officers, trustees, employees, officials, volunteers and agents (collectively, the "County Parties") and with respect to any and all injuries, disabilities, death, or loss or damage to property resulting from possession, use or misuse of the borrowed Equipment, regardless of the cause and even if caused by County's negligence, whether passive or active. I covenant and agree not to sue any of the County Parties on the basis of these waived and released claims or in any way relating to the Equipment.

4. **Indemnity.** Furthermore, I will defend, indemnify and hold the County Parties harmless from and against any and all liability, loss, damages, claims and attorney’s fees that may be suffered by any County Party resulting directly or indirectly from the possession, use or misuse of the Equipment by me or any other person, except and only to the extent the liability is caused by the gross negligence or willful misconduct of a County Party.

☐ I have watched the well monitoring video and reviewed the tips and precautions document located on the County web page.

☐ I understand how to operate the Solinst device.

I have read and understand the terms of this agreement. I understand that this agreement covers each and every item of Equipment I borrow from County. I sign it freely and voluntarily.

**Well Owner:**

**Signature:** ____________________________

**Print Name:** __________________________

**Address:** ____________________________

**Date:** ________________________________