



# ADU PLANS WAIVER AND RELEASE

## City of Rolling Hills Estates

### ADU PLANS

#### ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

In consideration for being permitted to use the accessory dwelling unit (“ADU”) plans (“ADU Plans”) prepared by Jeff Lyon Architecture (“Architect”) on behalf of the City of Rolling Hills Estates (“City”) at no cost, the user of such ADU Plans hereby agrees, on the user’s behalf and on behalf of all other persons with an ownership interest in the property where the ADU is to be constructed or in the actual construction of the ADU, and their heirs, administrators, executors, successors and assigns (collectively “User”), agree as follows:

**Assumption of Risk:** User understands that the use of the ADU Plans for the construction and use of an ADU may result in personal injury, death or property damage. User hereby acknowledges that User is voluntarily electing to use the ADU Plans and agrees to assume all such risks and dangers that could arise out of, or occur from the use of the ADU Plans for the construction and use of an ADU.

**Release and Waiver:** User hereby releases, discharges, agrees not to sue, and waives all claims against the City and Architect (including their respective officers, employees, and agents) for any injury, death or damage to or loss of personal property arising out of, or in connection with the ADU Plans from whatever cause, including the active or passive negligence of the City or Architect (including their respective officers, employees, and agents).

**Hold Harmless and Indemnity:** User agrees to hold harmless, indemnify and defend the City and Architect (including their respective officers, employees, and agents) from and against any and all claims, proceedings, demands, actions, suits, liabilities, and damages of any kind, including costs and attorney fees, arising out of or in connection with the use of the ADU Plans, including any changes or alterations to the ADU Plans.

**Severability:** User agrees that this Assumption of Risk, Release and Waiver of Liability and Indemnity Agreement is intended to be as broad and inclusive as is permitted by the laws of the State of California and that if any portion of this agreement of is held invalid by a court of competent jurisdiction, it is agreed that the remainder of the agreement will continue in full legal force and effect.

THE EXECUTION BELOW SERVES AS AN ACKNOWLEDGEMENT BY USER OF HAVING CAREFULLY READ THIS ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT AND FULLY UNDERSTANDING ITS CONTENTS. USER IS AWARE THAT IT IS A FULL RELEASE OF ANY AND ALL LIABILITY AND IS AGREEING TO BE BOUND BY ALL TERMS ON USER’S OWN FREE WILL.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Plan Type (1A-4C): \_\_\_\_\_