



**INDEMNIFICATION AND HOLD HARMLESS AGREEMENT FOR
CONSENT TO WITHDRAW WATER FROM WATER BODIES IN THE
CITY OF WESTON**

I, _____, owner of the property located at _____, **Weston, FL 333**_____, **Folio Number:** _____, desire to withdraw water for irrigation purposes only from a water body within the City of Weston. I understand that in order to do so, the City of Weston, the Indian Trace Development District ("ITDD") and/or Bonaventure Development District ("BDD") must grant access to the water body. Pursuant to Resolution No. 2006-41 of the City of Weston, in order to grant access to a water body for irrigation purposes, I must agree to "indemnify, defend and hold the City and the appropriate development district harmless for all claims arising to or connected with the applicant's withdrawal or the subsequent use of the water from the lake."

I hereby release and agree to hold harmless the City of Weston, ITDD and BDD, together with the officers, employees, agents, servants, representatives and volunteers of these entities (collectively, "Grantor") from and against any manner of actions, injuries, liabilities, controversies, damages, rights, judgments, claims and demands of any nature whatsoever, at law or in equity, that I or my dependents have now or may have in the future, for or by reason of my withdrawal of water from a water body in the City of Weston, regardless of any negligence or comparative negligence on the part of Grantor.

I hereby agree to defend Grantor against any manner of actions, injuries, liabilities, controversies, damages, rights, judgments, claims and demands of any nature whatsoever, at law or in equity, made or suffered by any person as a result of my withdrawal of water from a water body in the City of Weston, regardless of any negligence or comparative negligence on the part of Grantor. I agree to indemnify Grantor for any losses Grantor suffers as a result of any manner of actions, injuries, liabilities, controversies, damages, rights, judgments, claims and demands of any nature whatsoever, at law or in equity, made or suffered by any person as a result of my withdrawal of water from a water body in the City of Weston, regardless of any negligence or comparative negligence on the part of Grantor. In furtherance of my agreement to defend and indemnify Grantor, I agree that I will pay for an attorney selected by Grantor to defend Grantor if Grantor so chooses.

I WAIVE ANY CLAIM AGAINST GRANTOR ARISING FROM MY WITHDRAWAL OF WATER FROM A WATER BODY IN THE CITY OF WESTON, INCLUDING ANY CLAIM FOR NEGLIGENCE.

I COVENANT NOT TO SUE GRANTOR FOR ANY CLAIM ARISING FROM MY WITHDRAWAL OF WATER FROM A WATER BODY IN THE CITY OF WESTON.

I HEREBY ACKNOWLEDGE AND AGREE TO THESE CONDITIONS, AND HAVE FULLY READ, UNDERSTOOD AND AGREE TO EACH AND EVERY TERM CONTAINED ABOVE.

Signature of Applicant/Owner

Print Name of Applicant/Owner

Date

Recommended for: Approval _____ Denial _____

City Engineer: _____

Date: _____