

Modesto Irrigation District
PO Box 4060
Modesto, CA 95352

RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

FOR AND IN CONSIDERATION of being permitted to use the Modesto Irrigation District property and facilities pursuant to the Pump Rental Agreement (the "Equipment"), I hereby acknowledge, agree and represent that I am familiar with and have been trained in the use of the Equipment. I do further agree that my use of the Equipment constitutes an acknowledgement that I have inspected such Equipment and that I find and accept the same as being safe and reasonably suited for the purposes of my use and I agree that if at any time I am using the Equipment and feel anything to be unsafe, I will immediately advise District officials of such and will cease all use of the Equipment until the unsafe condition has been abated.

I understand that serious accidents occasionally occur in connection with the use of the Equipment and that mortal or serious personal injuries; and/or property damage, are occasionally sustained as a consequence thereof. Knowing the risks of using the Equipment, nevertheless, I hereby agree to assume those risks and to release and hold harmless the District, its agents and employees, who (through negligence or carelessness) might otherwise be liable to me (or my estate) for damages.

I release, waive, discharge and relinquish any and all claims for damages for death, personal injury or property damage which I may have, or which may hereafter accrue to me or my estate, as a result of using the Equipment. This release is intended to discharge in advance the District, and its directors, officers, employees and agents, from and against any and all liability arising out of or connected in any way with my use of the Equipment, even though that liability may arise out of negligence or carelessness on the part of the District, or its directors, officers, employees or agents. I KNOWINGLY AND VOLUNTARILY ASSUME ALL SUCH RISKS, BOTH KNOWN AND UNKNOWN and assume full responsibility for my participation in the Activity.

I expressly agree that the foregoing release and waiver of liability and indemnity is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion of this Agreement is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. It is further understood and agreed that this Agreement is to be binding on my heirs, executors, administrators and assigns.

IT IS MY INTENTION, BY THIS AGREEMENT, TO EXEMPT AND RELIEVE THE DISTRICT FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE.

I acknowledge that I have read the foregoing paragraphs, have been fully and completely advised of the potential dangers incidental to using the Equipment and am fully aware of the legal consequences of signing this Agreement.

I AM VOLUNTARILY SIGNING THIS AGREEMENT and agree that no representations, statements or inducements apart from the foregoing written agreement have been made.

DATED: _____

Signature of Irrigation Customer

WITNESS: _____

Name (Printed)

**Modesto Irrigation District
PO Box 4060
Modesto, CA 95352**

**PUMP RENTAL AGREEMENT
RULES FOR RENTAL AND OPERATION OF DISTRICT PUMPS OUTSIDE IRRIGATION SEASON**

I understand and agree to comply with the rules for rental and operation of Modesto Irrigation District (MID) pumps as follows:

1. Staff time processing fee has been approved by the Board of Directors and is noted on this application by Staff time processing fee. The Staff time processing fee shall be due upon execution of Pump Rental Agreement (Agreement).
2. Permission to use a pump is granted at MID's sole discretion to irrigation customers whose accounts are in good standing. No pump shall be used by any irrigator absent a completed and executed Agreement.
3. Permission to use a pump is granted solely to the irrigation customer identified below and only for a reasonable period of time as determined by MID.
4. Permission to use a pump may not be transferred to any other person or entity, except with the express written authorization of MID. To transfer the use of a pump, the irrigation customer shall notify MID's Irrigation Field Services at (209) 526-7639 and a separate Agreement must be awarded to the new user, before use of the pump is transferred.
5. Every irrigator using a pump must pay the Staff time processing fee(s) for each pump every time it is used. The irrigation customer signing this Agreement shall be responsible for all charges accrued including the Staff time processing fee and those charges incurred based on actual pump operation.
6. MID will start and stop each of its pumps and will set the control gates at each pump in order to direct the water as required for MID operations. MID will not provide advance notice to any irrigation customer of such pump and/or control gate activities.
7. It is the sole responsibility of the irrigation customer to get the water to the irrigation customer's land and prevent diversion of the irrigation customer's water by others.
8. It is also the irrigation customer's sole responsibility to insure all gates, valves and weir structures are properly set. MID canals/laterals can be used where possible to take water from the pump to the irrigation customer's ditch/gate. The irrigation customer is responsible for obtaining weir boards from MID's Irrigation Services Department, placing them in the weir and returning them to the Irrigation Services Department immediately after using them. Failure to return them in a timely manner and in good condition will result in the irrigation customer being charged for the replacement at a rate of the replacement cost for a new board, including MID's administrative and general costs.
9. The irrigation customer is responsible for taking any steps desired to prevent leakage through weir boards such as plastic film or other means and MID can take no responsibility for prevention of tampering with said boards.
10. The irrigation customer's use of the pump, weir boards and other MID property and facilities as is at the irrigation customer's own risk, and by signing this Agreement the irrigation customer represents that he/she has the knowledge and expertise to use such property and facilities and is fully aware of the potential hazards involved in such activity, including property damage, serious bodily injury or death. The irrigation customer has executed the waiver and release attached to this Agreement.
11. All use of District's pump, including the use of surface and groundwater, shall comply with all applicable federal, state and local laws, regulations, statutes, ordinances and codes, including, without limitation, applicable Occupational Safety and Health Acts and rules and regulations promulgated to implement such Acts, and all orders and decrees of bodies or tribunal having any jurisdiction or authorities over the Improvements or the work to be performed under this Agreement (collectively, "laws").
12. MID finds irrigation pumping to be an existing practice within MID's irrigation service area.
13. MID disclaims any representation or warranty, express or implied, including as to merchantability or fitness or any purpose, and does not guarantee the quality or condition of the equipment or its facilities permitted for use hereunder or the quality or quantity of water pumped pursuant to this Agreement. The undersigned hereby agrees to indemnify, defend and hold MID harmless from any and all claims, damages, losses and other liabilities arising in connection with the use of MID equipment or facilities under this Agreement.

My signature on this Agreement is confirmation of my agreement to regulate my use in accordance with the rules for the use of District pumps.

Date _____ Name (s): _____

Phone: _____ Acres to be irrigated: _____ Irrigation Customer ID No. _____

Customer Account to be irrigated _____ Address: _____

City: _____ State: _____ Zip: _____

I hereby make application for the operation of District pump (s):

No.	Name	H.P.	On time	Off time	Hours Run	H.P. x Hrs.

_____ H.P. – Hrs. @ \$ _____ \$ _____
Irrigation Customer Signature

Staff Time Processing Fee: \$200 per pump x _____ \$ _____

MID Signature _____ Total: \$ _____

Name and Title _____