

AGREEMENT FOR VIDEO INSPECTION AND WAIVER OF LIABILITY

During the COVID-19 crisis, the City of Commerce City's Building Safety Division will be performing limited categories of residential property inspections remotely, using video applications such as FaceTime, Skype, or similar software. For the purposes of this Agreement for Video Inspection and Waiver of Liability ("Agreement"), the term "City" shall mean the City of Commerce City itself, its successors, assigns, current and former officers, employees, servants, agents, attorneys, insurance carriers, self-insurance pools, and all others who may act or be liable for actions on behalf of the City.

My name is (Name). I am the lawful owner or occupant of residential property located at (Address).

I have requested that the City perform a video inspection of the following project work (*describe below*):

By signing and dating below, I acknowledge and agree as follows:

I. Video Inspection is Voluntary. I understand that inspections are typically performed in-person, and that video inspections are only available due to extenuating circumstances related to the COVID-19 virus. I acknowledge that I am not required to permit video inspection in lieu of in-person inspection, and that I have instead knowingly and voluntarily elected to have the inspection conducted by video.

II. Compliance with Instructions. During the inspection, I agree to follow all of the City inspector's instructions and fully display all required aspects of the project or work to the inspector via live video utilizing a mobile device that I will provide. I further agree to refrain from undermining the validity of the inspection in any way, including but not limited to the following: failing to display to the inspector any portion of the project regardless of direction; withholding any relevant information from the inspector; or videoing any or all of any other project and indicating that the substitute is the project that was to be inspected. I understand that my failure to abide by these requirements may result in the inspection being invalid. Further, I understand and accept that, at any time during the inspection, the inspector may determine in his or her sole discretion that he or she is unable to successfully perform the inspection (for example, due to poor mobile device reception/internet connection or other circumstances).

III. Release. I VOLUNTARILY AND KNOWINGLY RELEASE AND FOREVER DISCHARGE THE CITY FROM ANY AND ALL LIABILITY, CLAIMS FOR DAMAGES, PENALTIES, OR OTHER MONETARY OR NON-MONETARY LOSSES THAT MAY ARISE FROM THE VIDEO INSPECTION, INCLUDING BUT NOT LIMITED TO ANY ACT OF NEGLIGENCE OR OTHERWISE, AND OF EVERY NATURE AND KIND IN CONJUNCTION WITH THE INSPECTION. FURTHER, I WAIVE ANY EXPRESS OR IMPLIED WARRANTIES REGARDING THE VIDEO INSPECTION, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

IV. Indemnity. I HEREBY AGREE TO DEFEND AND INDEMNIFY THE CITY AGAINST ANY CLAIMS, LAWSUITS OR ACTIONS OF ANY KIND, INCLUDING THOSE FROM THIRD PARTIES, ARISING IN WHOLE OR IN PART FROM THE VIDEO INSPECTION.

V. Severability. I hereby agree that a holding by a court of competent jurisdiction that any term of this Agreement is invalid or unenforceable will not invalidate or render unenforceable any other term of this Agreement.

Homeowner Sign: _____
Signature & Date

Permit Number: _____



Contact information: _____
Phone Number & Name