

EAST HERKIMER VOLUNTEER FIRE DEPARTMENT  
SMOKE DETECTOR PROGRAM

WAIVER AND RELEASE OF ALL CLAIMS

For and in consideration of my/our participation in the East Herkimer Volunteer Fire Department Smoke Detector Program, I/we agree to release the East Herkimer Volunteer Fire Department, its agents and employees, and its Board of Fire Commissioners, from all claims, demands, suits, and causes of action, of every nature whatsoever, on account of damage or loss to property, including both real and personal bodily injuries, or death, resulting from the installation, failure to operate or faulty operation of the smoke detector installed at my/our request by the East Herkimer Volunteer Fire Department.

It is further understood and agreed that the East Herkimer Volunteer Fire Department is not the insurer of the safety of those who would occupy the dwelling in which the detector is installed against the hazards of fire. While the smoke detector device is designed to warn of fires, the East Herkimer Volunteer Fire Department makes no guarantee or warranty of any kind, including no implied warranty of merchantability or fitness, or that the fire detection system supplied will avert or prevent fires, or that the detector will timely warn of fires and related occurrences. Any such warranties, if in existence, are given by the manufacturer of the detector, and I/we agree, that any claims or suits for failure to operate or faulty operation of the detector will be solely against the manufacturer. Additionally, I/we understand that it is my/our obligation to purchase batteries to operate the smoke detector as needed and to maintain the detector after installation.

By signing this full release, I/we hereby consent to the entry of the East Herkimer Volunteer Fire Department employees into my/our dwelling, at a mutually agreed time, for the sole purpose of installing the smoke detection device and providing a courtesy safety inspection. The undersigned further acknowledges that the East Herkimer Volunteer Fire Department and its agents or employees, expressly disclaim any liability for damage resulting from the installation of this smoke detection device, and I/we hereby release the East Herkimer Volunteer Fire Department and its agents and employees from any and all claims and/or damages resulting therefrom. I/we further agree not to remove this device at any time without the expressed written consent of the East Herkimer Volunteer Fire Department.

My/our signature(s) appearing below indicate that I/we have understood the above and intend to be legally bound.

OWNER/OCCUPANT \_\_\_\_\_ DATE: \_\_\_\_\_

OWNER/OCCUPANT \_\_\_\_\_ DATE: \_\_\_\_\_

STREET ADDRESS \_\_\_\_\_

Please read and complete BOTH SIDES of this application. Both sides MUST be completed and signed before approval and installation.

NAME \_\_\_\_\_ DATE \_\_\_\_\_

ADDRESS \_\_\_\_\_ HERKIMER, NY 13350

TELEPHONE  
# \_\_\_\_\_

AGE OF HOMEOWNER: \_\_\_\_\_ MALE FEMALE

ANNUAL TOTAL HOUSEHOLD INCOME: \_\_\_\_\_

NUMBER OF STORIES IN YOUR HOME: \_\_\_\_\_ BASEMENT? YES NO

WHERE DID YOU HEAR ABOUT THE PROGRAM?

---

The East Herkimer Volunteer Fire Department will contact you upon acceptance of this application to arrange a date and time for installation. Your flexibility will be appreciated.

SIGNATURE \_\_\_\_\_

PRINT NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

HERKIMER, NY 13350

RETURN COMPLETED APPLICATION AND WAIVER TO:

**East Herkimer Volunteer Fire Department**

**P.O. Box 95**

**Herkimer, NY 13350**

**ATTENTION: SMOKE DETECTOR PROGRAM**

\*\*\*\*\***(FOR OFFICE USE ONLY)**\*\*\*\*\*

Approved By: \_\_\_\_\_

Installed By: \_\_\_\_\_

How many detectors were installed? \_\_\_\_\_ Safety Materials Handed Out? \_\_\_\_\_ Date \_\_\_\_\_