



CITY OF DENTON, TEXAS

WAIVER OF LIABILITY AND RELEASE AND INDEMNIFICATION AGREEMENT

I, _____, hereby agree to DEFEND, INDEMNIFY, RELEASE, AND HOLD HARMLESS the City of Denton, Texas ("City"), its employees, officers, agents, successors, assigns, sponsors, and volunteers (collectively the "Releasees"), from and against any and all claims, damages, suits, and/or actions for damages, injuries to persons (including death), property damage (including loss of use), and expenses (including court costs and attorney fees), or liability of any kind, whatsoever, by reason of injury, damage to property, or third persons occasioned by any error, omission, or negligent act.

I acknowledge and agree that I am not an employee, agent, or volunteer of the City, and under no circumstances will I represent that I am an employee, agent, or volunteer of the City.

For and in consideration of access to _____, I hereby
(Name of City Facility/Location)
fully and forever release, acquit, and discharge the City of Denton, Texas and Releasees from any and all claims, demands, damages, rights of action, or causes of action, present or future, whether the same be known, anticipated, or unanticipated, relating to, resulting from, or arising out of my presence being in, on, or about any such City of Denton property.

I further agree that I shall at all times exercise reasonable precautions while on City-owned property to ensure the safety of all City personnel and City property as well as all other individuals (including myself) and property present on City of Denton premises. **I agree that I accept and assume the liability, risk, and responsibility for any harm, injury, or damage (including property damage) that may arise from my activities on and/or use of the premises and/or City property which shall include my action or inaction, and that I fully indemnify the City from any claims associated with said damages.** I agree that I will abide by the rules and instructions provided by the event coordinator/on-site personnel, policies, and directives of the City, as well as all applicable statutes and ordinances.

I HEREBY RELEASE, DISCHARGE, HOLD HARMLESS, AND WAIVE ANY AND ALL CLAIMS AGAINST AND PROMISE NOT TO SUE the City and Releasees for any and all personal injury, property damage or theft, death, loss, liability, damage, or cost whatsoever resulting from, arising out of,

OUR CORE VALUES

or in any way connected with my activities while on City property, including any negligent act or omission of any of the Releasees associated therewith.

THIS WAIVER OF LIABILITY AND RELEASE AND INDEMNIFICATION AGREEMENT SHALL BE EFFECTIVE AND BINDING upon me and my legal representatives, heirs, executors, administrators, successors, and assigns.

I HAVE CAREFULLY AND COMPLETELY READ THIS RELEASE AND WAIVER OF LIABILITY AND FULLY UNDERSTAND ITS CONTENTS. I UNDERSTAND THAT I AM RELEASING AND INDEMNIFYING THE CITY OF DENTON AND RELEASEES FROM ANY AND ALL LIABILITY, KNOWN OR UNKNOWN, PRESENT OR FUTURE. I AM SIGNING THIS AGREEMENT OF MY OWN FREE WILL. I CERTIFY THAT I AM OF LEGAL AGE, LEGALLY ABLE TO EXECUTE THIS AGREEMENT AND RELEASE, LEGALLY COMPETENT TO EXECUTE THIS RELEASE, AND THAT I DO SO OF MY OWN FREE WILL AND ACCORD WITHOUT RELIANCE ON ANY REPRESENTATION, PROMISE, INDUCEMENT, OR AGREEMENT OF ANY KIND OR CHARACTER NOT EXPRESSLY SET FORTH HEREIN.

This release contains the ENTIRE AGREEMENT between the parties hereto, and the terms of this release are contractual and not mere recitals.

I further state that I have carefully read, or had read to me, the foregoing WAIVER OF LIABILITY AND RELEASE AND INDEMNIFICATION AGREEMENT and understand all of its terms. I execute it voluntarily and with full knowledge of its significance.

Signature

Date Signed

Printed Name (and Title, if applicable)

Address

Telephone Number(s)

City, State, ZIP Code

Witness (must know your signature and authority to enter into this Agreement)

Date Signed (Witness)