



WAIVER, RELEASE AND INDEMNITY AGREEMENT

I, _____, the undersigned, a private person, for and in sole consideration of the privilege of utilizing the City of Arlington’s (“City”) Block Party Trailer and the equipment, accessories, and other property contained therein (collectively the “Trailer” herein) during the period from _____ to _____, do hereby voluntary and freely execute this Waiver, Release and Indemnity Agreement and certify that I have personally requested the delivery and use of the Trailer.

By requesting use of the Trailer, I agree to assume responsibility to receive the Trailer upon delivery and notify the City for pick-up of the Trailer the Monday following the event, or at a time mutually agreed upon by both parties. Upon delivery of the Trailer, I agree to inspect the Trailer and report any defects or damage to the City prior to my acceptance of the Trailer for use. I further agree to return the Trailer to the City in the same condition in which it was received, save for ordinary wear and tear which may occur. I further agree to report to the City any damage to the Trailer which occurs while it is in my possession.

By signing this Waiver, Release and Indemnity Agreement, I do hereby agree to assume for myself and those I permit to utilize the Trailer the risks and dangers related to the use of the Trailer and its attendant materials, including but not limited to property damage and/or personal injury resulting from the acts of third parties, whether caused by errors, omissions, or negligent acts of third parties or myself; property damage, and/or personal injury to me resulting from my own activities, errors, omissions, or negligent acts; property damage and/or personal injury to others resulting from my own activities, errors, omissions or negligent acts.

I do hereby waive all claims, release, indemnify, defend and hold harmless the City of Arlington and all of its departments, officials, officers, agents and employees, in both their public and private capacities, from any and all liability, claims, suits, demands, expenses of litigation or causes of action which may arise by reason of injury to persons or loss of, damage or loss of use by any property occasioned by error, omission or negligent act of myself or any other persons with regard to this agreement, and I will, at my own cost and expense, defend and protect the City of Arlington against any and all such claims and demands.

I do hereby further agree to indemnify, defend and hold harmless the City of Arlington and all of its departments, officials, officers, agents, employees, from and against any and all claims, losses, damages, causes of action, suits and liability of every kind, including all expense of litigation, including but not limited to court costs and attorney fees for death, personal injury or debt of any person; or for loss, damage to or loss of use of any property arising out of or in connection with this agreement. Such indemnity shall apply whether the claims, losses, damages, causes of action, suits or liability arise in the whole or in part from the negligence of the City of Arlington, its departments, officers, officials, agents or employees. It is the express intention of the parties hereto, both myself and the City of Arlington, that the indemnity provided for in this paragraph is indemnity by the undersigned to indemnify and protect the City of Arlington from the consequences of the City of Arlington’s own negligence, whether that negligence is the sole or concurring cause of injury, death or damage.

It is further agreed that the execution of this Waiver, Release and Indemnity Agreement will not constitute a waiver by the City of Arlington of the defense of governmental immunity, where applicable, or any other defense recognized by the courts of the State of Texas.

I have read the Waiver, Release and Indemnity Agreement and understand its terms. I execute it voluntarily and with full knowledge of its significance.

SIGNED this the _____ day of _____, 20__

Signature

Printed or Typed Name

Witness

Address