



Waiver, Release, and Hold Harmless Agreement

In consideration of permission granted by City of Duncanville (“City”) allowing me to perform a business service (the “Activity”) described herein as [REDACTED], which may occur on City property, I represent, covenant, and agree on behalf of myself and my heirs, assigns, employees, sub-contractors, and any other person claiming by, under, or through me as follows:

1. I acknowledge that participating in the Activity involves certain risks (some which I may not fully appreciate) and that injuries, death, property damage, or other harm could occur to me or others. I accept and voluntarily incur all risks of any injuries, damages, or harm which arise during or result from my participation in the Activity, regardless of whether or not caused in whole or in part by the negligence or other fault of the City and/or its officers, employees, agents, or insurers (“Released Parties”).

2. I waive all claims against any of the Released Parties for any injuries, damages, losses, or claims, whether known or unknown, which arise during or result from my participation in the Activity, regardless of whether or not caused in whole or in part by the negligence or other fault of any of the Released Parties. I release and forever discharge the Released Parties from all such claims.

3. I agree to indemnify and hold the Released Parties harmless from all losses, liabilities, damages, costs, or expenses (including, but not limited to, reasonable attorneys’ fees and other litigation costs and expenses) incurred by any of the Released Parties as a result of any claims or suits that I (or anyone claiming by, under, or through me) may bring against any of the Released Parties to recover any losses, liabilities, costs, damages, or expenses which arise during or result from my participation in the Activity regardless of whether or not caused in whole or in part by the negligence or other fault of any of the Released Parties.

4. I hereby grant permission to the City and any organization associated with the City to use, for any legitimate purpose, including future advertising of the Activity on the City website or in other promotional materials, my name and likeness to the extent it may appear in any photographs or records of the Activity.

4. I also agree to replace or repair any damage to the City’s property or equipment that may occur as a result of my participation in the Activity, notwithstanding normal wear, and tear.

5. I have carefully read and reviewed this Waiver, Release, and Hold Harmless Agreement which is governed by Texas law. I understand it fully and I execute it voluntarily. I further acknowledge that any dispute or claim related to the subject matter hereof would be subject to the sole and exclusive jurisdiction of courts of competent authority located in Dallas County, Texas, with such courts to be the sole and exclusive venue for any such action.

EXECUTED this _____ day of _____, 20_____.

Authorized Signature

Printed Name

Company Name