# CITY OF RICHARDSON, TEXAS

ONLINE AUCTION – WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

**Location:** All City auction locations listed on the auction website.

**Event:** City of Richardson Online Auction

**Participant:** Buyer, bidder, visitor, or any individual entering the premises for purposes of viewing, inspecting, purchasing, or removing vehicles, equipment, or materials.

## 1. ASSUMPTION OF RISK

I acknowledge and agree that entering City of Richardson property for the purpose of participating in an online auction, including but not limited to, in person inspecting, loading, removing, transporting, or otherwise handling vehicles, equipment, or materials, involves inherent risks. These risks include, but are not limited to:

- Personal injury
- Property damage
- Damage to vehicles or equipment
- Slips, trips, falls, or contact with hazardous materials
- Risks associated with heavy machinery, towing, lifting, or loading activities

I voluntarily assume **all risks**, whether known or unknown, associated with my presence on City property and my participation in the auction.

## 2. RELEASE OF LIABILITY

In consideration for being permitted to enter the premises and participate in the auction, I hereby **release, waive, discharge, and hold harmless** the **City of Richardson, Texas**, its elected officials, employees, agents, contractors, and representatives from **any and all liability, claims, demands, actions, or causes of action** arising out of or related to:

- Injury, harm, or death to myself or any accompanying individuals
- Damage to my vehicle, equipment, or personal property
- Damage occurring during loading, towing, removal, or transportation of purchased items
- Any accident or incident occurring on or near the premises

This release applies **regardless of cause**, including but not limited to negligence of the City or third parties.

# 3. RESPONSIBILITY FOR REMOVAL OF PROPERTY

I understand and agree with that:

- All vehicles, equipment, and materials are sold **AS-IS, WHERE-IS**, with **no warranties** of any kind.
- I am solely responsible for providing proper equipment, personnel, and safety measures for removal.
- City of Richardson does not provide assistance, tools, labor, or equipment for loading or removal
- I am responsible for any damage I cause to City property during removal operations.

# 4. COMPLIANCE WITH INSTRUCTIONS

I agree to follow all posted signs, safety instructions, and directions from City staff. Failure to comply may result in removal from the premises.

# 5. ACKNOWLEDGMENT

I certify that I have read this waiver, fully understand its terms, and sign it voluntarily. I understand that by signing this document, I am giving up substantial legal rights.

**SIGNATURE**

**Printed Name:** _____

**Signature:** _____

**Phone Number:** _____ **Date:** _____

**Address:** _____