Hold Harmless Agreement

Lessor covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, the City and the elected officials, employees, officers, City Managers, volunteers and representatives of the City, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the City directly or indirectly arising out of, resulting from or related to Lessor's activities under this Agreement, including any acts or omissions of Lessor, any agent, officer, City Manager, representative, or employee, of Lessor, and their respective officers, agents employees, City Managers and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of City, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT LESSOR AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILBLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. Lessor shall advise the City in writing within 24 hours of any claim or demand against the City or Lessor known to Lessor related to or arising out of Lessor's activities under this Agreement and shall see to the investigation and defense of such claim or demand at Lessor's cost. The City shall have the right, at its option and at its own expense, to participate in such defense without relieving Lessor of any of its obligations under this paragraph

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Signature (if over 18) Printed Name Date

If under 18 years of age, this release must be signed by a parent or guardian.

_____

Parent/Guardian Signature Printer Name Date