



## WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

1. THIS IS A RELEASE, WAIVER OF LIABILITY, AND HOLD HARMLESS AGREEMENT. DO NOT SIGN IT IF YOU DO NOT UNDERSTAND THE TERMS OF THIS DOCUMENT
2. In consideration for receiving permission to use the City of Schulenburg's Facility, (" the facility") on \_\_\_\_\_ **I HEREBY RELEASE, WAIVE, DISCHARGE, AND CONVENANT NOT TO SUE THE CITY OF SCHULENBURG, ITS OFFICERS, AGENTS, OR EMPLOYEES (HEREINAFTER REFERRED TO AS "RELEASEES") FROM ANY AND ALL LIABILITY, CLAIMS, DEMANDS, ACTIONS, AND CAUSES OF ACTION WHATSOEVER ARISING OUT OF OR RELATING TO ANY LOSS, DAMAGE, OR INJURY – INCLUDING DEATH – THAT MAY BE SUSTAINED BY ME, OR TO ANY OF PROPERTY BELONGING TO ME, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES, OR OTHERWISE, WHILE UTILIZING THE FACILITY, OR WHILE IN, ON, OR UPON THE PREMISES WHERE THE ASSEMBLY IS BEING CONDUCTED, WHILE IN TRANSIT TO OR FROM THE PREMISES, OR IN ANY PLACE OR PLACES CONNECTED WITH THE FACILITY.**
3. I am fully aware of risks and hazards connected with being on the premise and participating in the use of the facility, and I am fully aware that there may be risks and hazards unknown to me connected with being on the premises and participating in use of the facility, and I hereby elect to voluntarily use the facility, to enter upon the above named premises and engage in activities knowing that conditions may be hazardous, or may become hazardous or dangerous to me, my person, my property, and others within my organization. I voluntarily assume full responsibility for any risks of loss, property damage or personal injury, including death, that may be sustained by me or those utilizing the facility in conjunction with my use, or any loss or damage to property owned by me, my organization, or those utilizing the facility in conjunction with my

Initials: \_\_\_\_\_

organization, as a result of my utilizing the facility, whether caused by the negligence of releases or otherwise.

4. I further hereby agree to indemnify and save and hold harmless the releasees and each of them, from any loss, liability, damage, or costs they may incur due to the use of the facility, whether caused by the negligence of any or all the releasees, or otherwise.
5. It is my express intent that this Release shall bind the members of me, my organization, my family, and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a Release, Waiver, Discharge, and Covenant Not to Sue the above named releasees.

In signing this release, I acknowledge and represent that:

- A. I have read the foregoing release, understand it, and sign it voluntarily as my own free act and deed;
- B. This document constitutes the entire agreement between me and the City of Schulenburg with respect to the subject matter hereof, no oral representation, statements or inducements, apart from the foregoing written agreement, have been made.;
- C. I am at least eighteen (18) years of age, of sound mind, and fully competent; and
- D. I execute this Release and hereby bind myself by the same.

In witness whereof, I have hereunto set my hand this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

Participant Signature: \_\_\_\_\_ City Representative Signature: \_\_\_\_\_

Name Printed: \_\_\_\_\_ Name Printed: \_\_\_\_\_