



BLOCK PARTY TRAILER AGREEMENT WITH RELEASE, WAIVER OF LIABILITY AND INDEMNIFICATION

IMPORTANT: BY SIGNING THIS AGREEMENT, YOU ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES IN CASE OF INJURY, DEATH OR PROPERTY DAMAGE. YOU ARE ALSO ASSUMING A LEGAL DUTY OF INDEMNIFICATION THAT COULD LEAD TO SIGNIFICANT FINANCIAL EXPENSE AND LOSS. READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. YOUR SIGNATURE INDICATES YOUR UNDERSTANDING OF AND AGREEMENT TO EACH OF THE TERMS AND CONDITIONS OF THIS AGREEMENT.

This Agreement with Release, Waiver of Liability, and Indemnification (herein the "Agreement") is made by and between _____ (herein the "Borrower") and the City of Cedar Hill, Texas, a Texas home-rule municipal corporation (herein the "City").

1. In consideration of City's permission for Borrower to use City's Block Party Trailer (the "Trailer"), and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged and confessed, Borrower hereby agrees to abide and be bound by the terms of this Agreement and to comply with all rules and regulations established by City in connection with the use of the Trailer. Borrower understands that any failure to follow the rules and regulations of the City, or any provision or obligation under this Agreement, may result in the immediate termination of City's permission to use the Equipment, including the possibility of a permanent ban on the use of the Trailer by Borrower and Borrower's neighborhood or Homeowners' Association.

2. Borrower understands and acknowledges that in using the Trailer there always exists a risk of injury and physical harm, death and/or property damage caused by any number of occurrences, including, but not limited to, vehicle accidents, slips and falls, cuts, scratches, and other wounds and possible resulting infections, transmission of diseases, and other forms of personal injury. Borrower hereby personally assumes all risks in connection with the use of the Trailer and all activities related thereto. Further, Borrower personally assume all responsibility for each and every person that utilizes the Trailer, and/or the contents thereof, including but not limited to personal injury, death, or property damage.

3. Borrower agrees, represents and warrants that by entering in to this Agreement that Borrower fully, finally and forever releases, discharges and forever acquits City and all of its elected officials, officers, agents, servants, and employees of, from and against any and all claims, demands, rights and causes of action of whatsoever nature, past, present or future, known or unknown, contingent or absolute, matured or not matured, whether in contract or in tort or arising under or by virtue of any statute or regulation or otherwise, including but not limited to all claims, demands, rights and causes of action for property damage including loss of use, personal injuries, death, consequential damages, pecuniary losses, loss of income, misrepresentation, fraud, deceptive trade practices, and any other claim or theory which could be proffered pursuant to any statute or

substantive case law of the State of Texas. FURTHER, ANY AND ALL CLAIMS AGAINST THE CITY OF CEDAR HILL WHICH ARISE FROM OR RELATE TO BORROWER'S USE OF THE TRAILER, WHETHER SPECIFICALLY RELEASED HEREIN OR NOT, IF ANY, ARE HEREBY ASSIGNED IN FULL TO CITY.

4. BORROWER AGREES TO INDEMNIFY, SAVE AND HOLD HARMLESS THE CITY, ITS OFFICIALS, OFFICERS, EMPLOYEES, AGENTS, SERVANTS, ASSIGNS, REPRESENTATIVES, AND ALL OTHER PERSONS AND ENTITIES ACTING ON BEHALF OF OR IN CONNECTION WITH THE CITY, FROM ANY AND ALL CLAIMS, CAUSES OF ACTION, LOSSES, DAMAGES OR DEMANDS OF ANY NATURE WHATSOEVER ON ACCOUNT OF OR IN CONNECTION WITH ANY PERSONAL INJURY, DEATH OR PROPERTY DAMAGE OF THE BORROWER, HIS OR HER FAMILY, HEIRS AND/OR ASSIGNS, WHETHER CAUSED BY THE NEGLIGENCE OF THE CITY, OR ANY OTHER PERSON OR ENTITY, WHETHER ACTING ON BEHALF OF OR IN CONNECTION WITH THE USE OF THE TRAILER OR THE CITY, OR NOT. BORROWER FURTHER ASSUMES ALL RISKS AND ASSUMES FULL RESPONSIBILITY FOR ANY BODILY INJURY, DEATH, PROPERTY DAMAGE OR OTHER LOSS TO BORROWER OR HIS OR HER FAMILY, HEIRS AND/OR ASSIGNS, DUE TO THE NEGLIGENCE OF THE CITY OR OTHERS.

5. Borrower agrees and acknowledges that the Trailer is for neighborhood community events only. The use of the Trailer for private events, including but not limited to private parties, graduations parties, or birthday parties, is strictly prohibited.

6. Borrower further represents and warrants that he/she is of lawful age and legally competent to sign this Agreement, and Borrower understands that all of the terms herein are contractual and not a mere recital. Borrower further represents and warrants that he/she has read and voluntarily signs this Agreement and further acknowledges that no oral representations, statements, or inducements apart from this Agreement have been made by the City.

7. Neither this Agreement nor any provision of this Agreement is intended, and shall not be construed as, a waiver the City's governmental immunity from suit and/or liability.

8. If any provision of this Agreement shall be held to be unlawful, void, or for any reason unenforceable, then such provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

9. Venue for any action arising from or related to this Agreement shall be the State District Courts of Dallas County, Texas. THE PARTIES HEREBY WAIVE THEIR RIGHTS TO A TRIAL BY JURY AND AGREE THAT ANY LAWSUIT REQUIRING A TRIAL SHALL BE TRIED BEFORE A JUDGE OF A STATE DISTRICT COURT IN DALLAS COUNTY, TEXAS.

Signed: _____
Borrower

Date: _____

(Print Name)