

CITY OF CORPUS CHRISTI
PARK AND RECREATION VENDOR PERMIT
WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

1. In consideration for participating in the City of Corpus Christi Park and Recreation Vendor Permit Program (“Activity”) and other valuable consideration, I hereby RELEASE, WAIVE, COVENANT NOT TO SUE AND DISCHARGE the City of Corpus Christi, its officers, servants, agents, and employees (hereinafter referred to as RELEASEES) from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or to any property belonging to me, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES, or otherwise, while participating in such Activity, or while in, on or upon the premises where the activity is being conducted or in transportation to and from said premises.

2. To the best of my knowledge, I can fully participate in this Activity. I am fully aware of risks and hazards connected with the activity, including but not limited to the risks as noted herein, and I hereby elect to voluntarily participate in said activity, and to engage in such activity knowing that the activity may be hazardous to me and my property.

3. I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH, that may be sustained by me, or any loss or damage to property owned by me, as a result of being engaged in such an Activity, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES or otherwise.

4. I further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS THE RELEASEES from any loss, liability, damage or costs, including court costs and attorney’s fees, that may occur due to my participation in said Activity, WHETHER CAUSED BY NEGLIGENCE OF RELEASEES or otherwise.

5. It is my express intent that this Release and Hold Harmless Agreement shall bind the members of my family and spouse (if any), if I am alive, and my heirs, assigns and personal representative, if I am not alive, shall be deemed as a RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE the above named RELEASEES. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of Texas.

6. I UNDERSTAND THAT THE CITY OF CORPUS CHRISTI WILL NOT BE RESPONSIBLE FOR ANY MEDICAL COSTS ASSOCIATED WITH AN INJURY I MAY SUSTAIN AS A RESULT OF MY PARTICIPATION IN SAID ACTIVITY.

7. I ALSO UNDERSTAND THAT I AM RESPONSIBLE FOR ANY THIRD-PARTY INJURY OR PROPERTY DAMAGE I MAY CAUSE.

IN SIGNING THIS RELEASE, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Waiver of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this Release for full, adequate and complete consideration fully intending to be bound by same.

PERMITTEE

Date