

EXHIBIT B
COVENANT NOT TO SUE AND AGREEMENT TO HOLD HARMLESS

1. I, _____, (*First, Middle Initial, Last*) in consideration of the opportunity to participate in the City of College Station's Adopt-A-Street Program, conducted in Brazos County, Texas, **HEREBY RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE, AND AGREES TO HOLD HARMLESS** for any and all purposes the City of College Station, its agents, officers, employees, volunteers and assigns (herein referred to as "RELEASEES") **FROM ANY AND ALL LIABILITIES, CLAIMS, DEMANDS, OR INJURY, INCLUDING DEATH**, that may be sustained by me during, as a result of, or arising from my participation in and/or access to the Adopt-A-Street Program, **WHETHER CAUSED BY NEGLIGENCE OF THE RELEASEES OR OTHERWISE**.
2. In the event that I use any property or equipment of the City of College Station, **I HEREBY VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH**, that may be sustained as a result of, or arising from my use of said equipment or property, **WHETHER SUCH LOSS, DAMAGE, OR INJURY IS CAUSED BY THE NEGLIGENCE OF RELEASEES OR OTHERWISE**.
3. I am fully aware that there are inherent risks involved in my participation in the Adopt-A-Street Program which can result in serious physical injury, death, and/or damage to property. **I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS, KNOWN OR UNKNOWN, OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH**, that may be sustained as a result of or arising from my participation in and/or access to the Adopt-A-Street Program, **WHETHER CAUSED BY THE NEGLIGENCE OR RELEASEES OR OTHERWISE. I FURTHER AGREE TO HOLD HARMLESS THE RELEASEES FOR ANY LOSS, LIABILITY, DAMAGE OR COSTS, INCLUDING COURT COSTS AND ATTORNEY'S FEES**, that may occur as a result of or arising from my participation in the Adopt-A-Street Program.
4. It is my express intent that this Covenant Not to Sue and Agreement to Hold Harmless shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representatives, if I am deceased, and shall be governed by the laws of the State of Texas.
5. In signing this Covenant Not to Sue and Agreement to Hold Harmless, I acknowledge and represent that I have read the foregoing Covenant Not to Sue and Agreement to Hold Harmless, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements apart from the foregoing agreement that has been reduced to writing have been made. I execute this document for full, adequate and complete consideration full intending to be bound by the same, now and in the future.

Signed this ____ day of _____, 201__.

Participating Group Name (Print)

Participating Member Signature