



## EXHIBIT B – COVENANT NOT TO SUE & AGREEMENT TO HOLD HARMLESS

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 AGREE 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 UNJURY, 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.

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.

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.

It is my express intent that this Covenant Not to Sue and Agreement to Hold Harmless shall bind the member 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.

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 \_\_\_\_\_, 20\_\_.

Organization Name: \_\_\_\_\_

Participating Member Signature: \_\_\_\_\_

## PHOTO RELEASE

I hereby grant the City of College Station and its agencies the unconditional right to use the photographic likeness of myself and my minor child in connection with any of their audio/visual productions, articles, or press releases, but not as an endorsement.

## LIABILITY RELEASE, WAIVER, AND INDEMNIFICATION

**IN CONSIDERATION FOR MYSELF AND MY MINOR CHILD BEING ALLOWED TO PARTICIPATE IN THE CITY OF COLLEGE STATION ACTIVITY, I, FOR MYSELF AND ON BEHALF OF MY MINOR CHILD (IF MINOR CHILD IS PARTICIPATING IN ACTIVITY), VOLUNTARILY AND KNOWINGLY RELEASE AND FOREVER DISCHARGE, HOLD HARMLESS, AND INDEMNIFY THE CITY OF COLLEGE STATION AND ITS OFFICIALS, EMPLOYEES, AGENTS, AND VOLUNTEERS FROM ANY AND ALL CLAIMS AND CAUSES OF ACTION IN ANY WAY RESULTING FROM MYSELF OR MY MINOR CHILD'S PARTICIPATION IN THE CITY OF COLLEGE STATION ACTIVITY, INCLUDING DEATH OR INJURY TO MYSELF OR MY MINOR CHILD AND DAMAGE OR LOSS TO PROPERTY, EVEN IF CAUSED BY NEGLIGENCE OR GROSS NEGLIGENCE OF CITY OF COLLEGE STATION OFFICIALS, EMPLOYEES, AGENTS, OR VOLUNTEERS.**

**I AGREE THAT I AND MY HEIRS, SUCCESSORS AND ASSIGNS WILL NOT MAKE ANY CLAIM OR INSTITUTE ANY LAWSUIT AGAINST THE CITY OF COLLEGE STATION, ITS OFFICIALS, EMPLOYEES, AGENTS, OR VOLUNTEERS ARISING FROM MY OR MY MINOR CHILD'S PARTICIPATION IN THE CITY OF COLLEGE STATION ACTIVITY. ON BEHALF OF MYSELF AND MY MINOR CHILD, I AGREE THAT MY AND MY MINOR CHILD'S PARENTS, GUARDIANS, HEIRS, SUCCESSORS AND ASSIGNS WILL NOT MAKE ANY CLAIM OR INSTITUTE ANY LAWSUIT AGAINST THE CITY OF COLLEGE STATION, ITS OFFICIALS, EMPLOYEES, AGENTS, OR VOLUNTEERS.**

**I AGREE TO DEFEND AND INDEMNIFY THE CITY OF COLLEGE STATION, ITS OFFICIALS, EMPLOYEES, AGENTS, AND VOLUNTEERS FROM ANY CLAIM OR LAWSUIT INSTITUTED BY ANY AND ALL PERSONS ON BEHALF OF MYSELF OR MY MINOR CHILD. THIS RELEASE IS INTENDED TO EXCLUDE THE CITY OF COLLEGE STATION, ITS OFFICIALS, EMPLOYEES, AGENTS, AND VOLUNTEERS FROM ANY AND ALL LIABILITY.**

Date: \_\_\_\_\_

Print Name of Participant: \_\_\_\_\_

Signature of Participant: \_\_\_\_\_

Signature of Parent/Legal Guardian if Participant is Under 18 (if applicable): \_\_\_\_\_