



CITY OF COPPELL – *Block'n Roll* TRAILER RENTAL WAIVER FORM

WAIVER, RELEASE AND INDEMNITY AGREEMENT

I, _____, the undersigned, for and in sole consideration of the privilege of utilizing the City of Coppel's ("City") Block'n Roll Trailer and the equipment, accessories and other property contained therein (collectively, the "Trailer") during the period from _____ to _____, (the "Event") do hereby voluntarily and freely execute this Waiver, Release and Indemnity Agreement (the "Agreement") and certify that I have personally requested delivery and use of the Trailer.

By signing this Agreement, I agree to abide by the City's Block'n Roll Trailer Guidelines. I further agree to assume responsibility to receive the Trailer upon delivery and notify the City for pick-up of the trailer no later than the Monday following the Event or at a time mutually agreed upon by both parties. Upon delivery of the Trailer, I agree to inspect the Trailer, the contents and report any defects or damage to the trailer or contents to the City prior to my acceptance of the Trailer and contents for use. I further agree to return the Trailer and contents to the City in the same condition in which it was received, save for ordinary wear and tear which may occur. I further agree to report to the City any damage to the Trailer which occurs while it is in my possession. I agree upon discovery of any defect, not to use or allow other to use any defected or damaged misuse or warning contained therein. I understand that the City does not warranty the Trailer against fitness for intended purpose or defects.

By signing this agreement I do hereby agree to assume for myself and those I permit to utilize the trailer the risks related to the use of the trailer, including all of the contents contained therein, including but not limited to property damage and personal injury resulting from the acts of third parties, whether caused by errors, omissions, or negligent acts of third parties or myself; property damage, and personal injury to any resulting from own activities, errors, omissions, or negligent acts; property damage and personal injury to others resulting from my own activities, errors, omissions or negligent acts.

I AGREE TO DEFEND, INDEMNIFY AND HOLD THE CITY AND ITS RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, FINES, PENALTIES, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM OR VIOLATIONS FOR WHICH RECOVERY OF DAMAGES, FINES, OR PENALTIES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS AGREEMENT, VIOLATION OF LAW, OR BY ANY NEGLIGENT, GROSSLY NEGLIGENT, INTENTIONAL, OR STRICTLY LIABLE ACT OR OMISSION OR SUCH ACT OR OMISSION BY ME OR ANY OTHER PERSONS WITH REGARD TO OR IN CONNECTION WITH THIS AGREEMENT. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OF THE CITY, AND ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS. THE CITY DOES NOT WAIVE ANY GOVERNMENTAL IMMUNITY OR OTHER DEFENSES AVAILABLE TO IT UNDER TEXAS OR FEDERAL LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.



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It is further agreed that the execution of this agreement will not constitute a waiver by the City of Coppell of the defense of governmental immunity, where applicable, or any other defense recognized by the courts of the State of Texas. I have read the agreement and understand its terms. I execute it voluntarily and with full knowledge of its significance.

I hereby acknowledge the Trailer is for community events hosted by Homeowners Association, Neighborhood Association or community service organization or event. Events must be open to all members of my neighborhood group. Utilizing the Trailer for private events, including, but not limited to private parties, graduation parties or birthday parties, are strictly prohibited. Failure to respect the intended purpose of the Trailer may result in loss of reservation privileges. I certify by my signature below that I have read and understood all the terms and conditions contained herein.

SIGNED this the _____ day of _____, 20_____.

Signature

Printed or Typed Name

Neighborhood Association or Group Name

Address