

**CITY OF CEDAR HILL
BIRD WATCHING EQUIPMENT 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. 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 the City's permission to borrow and use bird watching equipment (the "Equipment") provided by the City, 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 of the rules and regulations established by the City in connection with the use of the Equipment. Borrower understands that any failure to follow the rules and regulations of the City may result in the immediate termination of City's permission to use the Equipment.

2. Borrower understands and acknowledges that in using the Equipment and participating in bird watching activities, 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, slips and falls, cuts, scratches, animal bites, insect stings, vehicle and pedestrian accidents, 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 Equipment and any and all activities related thereto.

3. BORROWER HEREBY RELEASES, DISCHARGES, AND 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 EQUIPMENT 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.

4. Borrower further represents and warrants that he/she is of lawful age and legally competent to sign this Bird Watching Equipment Agreement with Release, Waiver and Indemnification and understands that 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.

5. The parent or legal guardian who signs this Agreement on behalf of a minor, incapacitated person and/or mentally challenged person, hereby acknowledges that he or she has the legal capacity and authority to act on behalf of such minor, incapacitated person and/or mentally challenged person. Further, the parent or legal guardian that who signs this Agreement agrees to indemnify 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, for any expenses incurred, claims made, or liabilities assessed against them, as a result of any insufficiency of legal capacity or authority to act on behalf of the minor, incapacitated person and/or mentally challenged person.

6. 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 liability.

7. 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.

8. 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 OF DALLAS COUNTY, TEXAS.

PARENTS OR LEGAL GUARDIANS ARE REQUIRED TO SIGN FOR MINORS, INCAPACITATED PERSONS AND/OR MENTALLY CHALLENGED PERSONS.

Signed: _____
Borrower

Date: _____

(Print Name)