



HOLD HARMLESS AND INDEMNITY AGREEMENT

2024

I, _____, the undersigned vendor, binding my heirs, executors, administrators, estate and assigns, do hereby agree to completely and wholly release, indemnify and hold harmless the City of Mount Pleasant, its officers, agents, volunteers, assigns, independent contractors, and employees for any and all claims, damages, harm, personal injury, including death, property damage, lawsuits and judgments, including court costs, expenses and reasonable attorney's fees, and all other expenses resulting from the activities, programs, and events occurring during the mentioned or temporary event.

It is the understanding of all parties that this release, indemnity, and hold harmless agreement shall apply whether or not the claims, damages, harm, personal injury, including death, property damage, lost or stolen property, lawsuits, judgments, court costs, attorney's fees or any other expense arise from the City's negligence of whatever nature, omissions, willful or intentional acts of the City or the City's officers, agents, employees, independent contractors, other representatives, invitees, licensees, or guests. By signing below, the vendor hereby voluntarily releases, waives, discharges, covenants not to sue, relinquishes, and agrees to hold harmless for any and all purposes the City of Mount Pleasant, Texas, its members, officials, officers, servants, agents, volunteers, or employees from any and all liabilities, claims, demands, causes of action, injuries (including death), or damages, including court costs and attorney's fees and expenses, that may be sustained by me while participating in this event, while traveling to and from the activity, or while on the premises owned or leased or controlled by the City, whether caused by the negligence of the City or otherwise. It is agreed and stipulated that this agreement is in accordance with the laws of the State of Texas, including conspicuousness, and that said agreement complies with the express negligence test and is fully enforceable. To the extent allowed any action at law, suit in equity, or other jurisdictional proceeding arising in connection with this waiver and release or vendor's participation in the activity shall be instituted only in the courts of Titus County, Texas.

The undersigned vendor agrees that he/she has read this agreement and fully understands it to be an indemnification of the City and release of all claims against the City, whether known or unknown, present or future, that he/she has or may have against the party or parties released, arising out of the matters described. The undersigned warrants that he/she is an authorized signatory for vendor and/or of legal age and legally competent to execute this agreement, and that he/she does so of his own free will and accord without reliance on any representation of any kind or character not expressly set forth herein.

IN WITNESS WHEREOF, _____ this Agreement has been executed this ____ day of _____, 2024.

Vendor: _____

Signature: _____

Printed Name: _____

Title: _____

City Representative (Name): _____

Signature: _____

Title: _____

Mail or Email to:

City of Mount Pleasant

501 N. Madison, Mount Pleasant, Texas 75442

rreynolds@mpcity.org