

RELEASE OF LIABILITY

I, _____ (print name), the undersigned (“Releasor”), being over the age of 18, have voluntarily chosen to access, use and/or participate in the Yankee Doodle Poodle Parade and related activities (collectively, “Activities”) in, on and/or at property owned or controlled by the City of Frisco, Texas, including Simpson Plaza (collectively, “Property”), on this date: July 3, 2022. As used in this document, the terms “Releasor,” “I” and “my” include the undersigned and all minors in the Releasor’s care while participating in the Activities or on the Property. I fully understand that my participation in the Activities, whether conducted in, on and/or at the Property or otherwise, may result in serious injury, illness or death or damage to property, and that I may be asked to cease participation in the Activities at any time asked and/or to leave the Property at any time. Although I appreciate these risks, I desire to participate in the Activities without regard to the consequences. I assume full and complete responsibility for any injury, accident, incident and/or activity that may occur to me or my property in my participation in the Activities and/or use of the Property. I also assume full and complete responsibility for any injury, accident, incident or activity that may occur to any person or property arising out of any act or omission by me in my participation in the Activities or use of the Property.

IN CONSIDERATION FOR THE PRIVILEGE TO USE THE PROPERTY AND/OR TO PARTICIPATE IN THE ACTIVITIES, I HEREBY AGREE TO RELEASE, ACQUIT, HOLD HARMLESS, DEFEND, INDEMNIFY, PROMISE NOT TO SUE, FOREVER DISCHARGE AND WAIVE ANY AND ALL CLAIMS THAT I MAY, NOW OR LATER, HAVE AGAINST THE CITY OF FRISCO, TEXAS, ITS COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES, MEMBERS, HEIRS, LEGATEES, ADMINISTRATORS, EXECUTORS AND ASSIGNS, IN WHOLE OR IN PART, IN BOTH THEIR PRIVATE AND PUBLIC CAPACITIES (COLLECTIVELY, “RELEASEES”). THIS SHALL INCLUDE THE RELEASE OF ANY AND ALL ACTIONS, CAUSES OF ACTIONS, CLAIMS, DEMANDS, DAMAGES, LAWSUITS, COSTS, LOSS OF SERVICES, EXPENSES AND COMPENSATION, WHETHER KNOWN OR UNKNOWN, ON ACCOUNT OF, OR IN ANY WAY ARISING OUT OF OR CONNECTED IN ANY MANNER WITH MY USE OF THE PROPERTY AND/OR PARTICIPATION IN ANY OF THE ACTIVITIES, INCLUDING, BUT NOT LIMITED TO, LIABILITY, DAMAGES, INJURY (INCLUDING DEATH), PROPERTY DAMAGE, LEGAL FEES AND/OR COSTS CAUSED BY OR RELATED TO ANY NEGLIGENT OR INTENTIONAL ACT OF ANY RELEASEE.

IN CONSIDERATION FOR THE PRIVILEGE TO USE THE PROPERTY AND/OR TO PARTICIPATE IN THE ACTIVITIES, I HEREBY AGREE TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS RELEASEES FROM AND AGAINST ALL DAMAGES, INJURIES (INCLUDING DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEY’S FEES AND EXPENSES (INCLUDING ATTORNEY’S FEES AND EXPENSES INCURRED IN ENFORCING THIS INDEMNITY) CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENT, GROSSLY NEGLIGENT OR INTENTIONALLY WRONGFUL ACT OR OMISSION OF ME OR MY OFFICERS, DIRECTORS, PARTNERS CONTRACTORS, SUBCONTRACTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNEES, VENDORS, GRANTEEES, TRUSTEES, LICENSEES, INVITEES OR ANY OTHER THIRD PARTY FOR WHOM I AM LEGALLY RESPONSIBLE, REGARDLESS OF THE JOINT OR CONCURRENT NEGLIGENCE OF RELEASEES, ARISING OUT OF MY PARTICIPATION IN THE ACTIVITIES AND/OR USE OF THE PROPERTY.

I declare and represent that in making this release:

- (1) I rely wholly upon my own judgment, belief and knowledge of the nature of my decision to participate in the Activities and to use the Property, and I have not been influenced to any extent whatsoever in making this release by any representations or statements made by any of the Releasees; and
- (2) I recognize and acknowledge that the Releasees, individually and/or collectively, make no warranties, express or implied, as to the Activities or the Property; and
- (3) I recognize and agree that while using the Property and/or participating in the Activities, I will not be an agent, servant or employee of the City of Frisco, Texas, and I will not be covered by the City of Frisco, Texas for any benefits, including, but not limited to, workers compensation and/or death and/or disability benefits.

It is my express intention in signing this release to bind myself, my executors, my administrators, my heirs and my assigns. This release is for the benefit of the Releasees and all others who may be liable to me for any damage, harm and/or injury to me (including death) or property arising out of my participation in the Activities or my use of the Property. It is further agreed that the execution of this release and acceptance of the same shall not constitute a waiver by the Releasees of their governmental immunity and/or any other defense they may have at law or equity. Acceptance of this release by the City of Frisco, Texas is not to be construed as an admission of any liability whatsoever by any or all of the Releasees.

I, the undersigned, have carefully read the foregoing and know and understand the contents thereof. I sign this release voluntarily as my own free act, with full knowledge of its significance, intending for me to be legally bound thereby.

Print Releasor’s Name	Releasor’s Signature	Date
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Address	City	State	Zip Code
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