

**CITY OF RALEIGH
RELEASE AND INDEMNITY AGREEMENT FOR:**

Newsrack Push cart Other (List): _____

Name of Person or Company (the "Undersigned"): _____

Type of Business (sole proprietor, Corporation, LLC, etc.): _____

WHEREAS, the Undersigned has asked to use property or facilities belonging to or under the auspices of the City of Raleigh, North Carolina (the "City"), for the uses described above, and to engage in activities for the exclusive benefit of the Undersigned; and

WHEREAS, the Undersigned agrees to do so at their own risk and recognizes the possible and inherent danger to their person or property and the person and property of others resulting therefrom; and

WHEREAS, in consideration of allowing the Undersigned to conduct its activities on the City property, the City requires that the Undersigned accept liability for any damages arising from personal injury or property damage sustained from the activities of the Undersigned, which shall include action or inaction of the Undersigned, and that the Undersigned indemnify the City from any claims associated with said damages.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement and for other good and valuable consideration that the parties agree they have received, the Undersigned does hereby for themselves, their heirs, executors, employers, successors or administrators, and their personal representatives:

- A. Assume full responsibility for any personal injury or any damage to their personal property which may occur, directly or indirectly, while in, on, or about any City premises or parts thereof;
- B. Fully and forever release and discharge the City, its elected officials, its agents and employees, from any and all claims, demands, damages, rights of action, or causes of action, present or future, whether the same be known, anticipated, or unanticipated, relating to, resulting from, or arising out of the Undersigned being in, on, or about any such City of Raleigh property, or at any or all of the premises or places aforesaid;
- C. Indemnify and hold harmless the City, its elected officials, its agents and employees, for any act or conduct of the Undersigned of whatever kind or nature whatsoever, while in, or about any such City property, or at any or all of the premises and places aforesaid;
- D. Agree to defend the City in and to pay any attorneys' fees as a result of any action brought by or against the City, its agents and employees, for any acts or conduct of the Undersigned of whatever kind or nature whatsoever, while in, on, or about any such City property, or at any or all of the premises aforesaid.
- E. Agree that it is the intent of the Undersigned that this Release and Indemnity Agreement shall be in full force and effect any time after the Execution hereof until the Undersigned provides the City written notice of cancellation and the City provides the Undersigned written notice that the City received the cancellation.

Signature

Date Signed

Printed Name (and Title, if applicable)

Address

Telephone Number(s)

City, State, ZIP Code

Witness (must know your signature and authority to enter into this Agreement)

Approved as to Form, City Attorney's Office

THIS DOCUMENT MUST BE SIGNED BY THE SOLE PROPRIETOR, A PRESIDENT OR VICE PRESIDENT OF THE CORPORATION, THE MANAGER OR MANAGING MEMBER OF THE LIMITED LIABILITY COMPANY, OR THE GENERAL PARTNER OF THE PARTNERSHIP.