

STATE OF TEXAS                   §  
COUNTY OF BRAZOS           §

**WAIVER AND RELEASE OF LIABILITY**

1.       The City of Bryan, Texas (“City”) has put up for auction sporting event bleachers (“Seating”) which are currently located on City owned property. As a condition of the auction, the successful bidder is responsible for the collection and transportation of the bleachers off City property (“Activity”) and each person that comes onto City property on behalf of, or at the request of, the successful bidder with relation to the Activity will have to sign this waiver and release of liability in favor of the City.

2.       IN CONSIDERATION FOR RECEIVING PERMISSION TO ENTER ONTO CITY PROPERTY TO PARTICIPATE IN, OBSERVE, DIRECT, OR OTHERWISE FACILITATE THE ACTIVITY, I HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE CITY OF BRYAN, TEXAS, ITS OFFICERS, SERVANTS, AGENTS, OR EMPLOYEES, FROM ANY AND ALL LIABILITY, CLAIMS, DEMANDS, ACTIONS, AND CAUSES WHATSOEVER ARISING OUT OF OR RELATED TO ANY LOSS, DAMAGE, OR INJURY, INCLUDING PERSONAL INJURY OR DEATH, THAT MAY BE SUSTAINED BY ME OR TO ANY PROPERTY BELONGING TO ME, WHILE PARTICIPATING IN SUCH ACTIVITY. I FURTHER HEREBY AGREE TO INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS, SERVANTS, AGENTS, OR EMPLOYEES FROM ANY LOSS, LIABILITY, DAMAGE, OR COSTS, INCLUDING COURT COST AND ATTORNEY’S FEES, WHICH IT MAY INCUR DUE TO ANY CLAIM, DEMAND, ACTION, OR CAUSE ARISING OUT OF OR RELATED TO MY PARTICIPATION IN SAID ACTIVITY.

3.       I am fully aware of the risks and hazards connected with the Activity, and I hereby elect to voluntarily participate in the Activity, and to engage in such activity knowing that the activity may be hazardous to me and my property. I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISK OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH, which may be sustained by me as a result of being engaged in such activity.

4.       It is my express intent that this Waiver shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representatives, if I am deceased. I hereby further agree that this Waiver shall be construed in accordance with the laws of the State of Texas. Venue for any dispute relating to the terms contained herein shall be in any court having jurisdiction in Brazos County, Texas.

5.       By signing below, I hereby acknowledge that: a) I have read the foregoing terms, understand it and sign this Waiver voluntarily as my own free act and deed; b) no oral representations, statements or inducements, apart from the foregoing written agreement, have been made; c) I am at least eighteen (18) years of age and fully competent; and d) I execute this Waiver for full, adequate and complete consideration fully intending to be bound by the same.

IN WITNESS WHEREOF, I have hereunto set my hand on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**PARTICIPANT**

\_\_\_\_\_  
Signature