

RELEASE AND INDEMNIFICATION

I, the undersigned, have purchased surplus property from the City of Irving, Irving, TX, which requires dismantlement and removal. I understand that I am responsible for the dismantlement and removal of the purchased property and that City of Irving will not assist me in any way. I understand there may be inherent dangers associated with the dismantlement and removal of the purchased property and accept that I may be subjected to such dangers and that there is an assumption of all such risks by entering into this release and indemnification. I voluntarily assume full responsibility for any risks of loss, property damage, or personal injury, including death, which may be sustained by me as a result of dismantling and removing the purchased property, including injuries sustained as a result of the negligence of the City of Irving.

I hereby release, waive, discharge, and covenant not to sue, and agree to hold harmless for any and all purposes, the City of Irving, Irving, TX, its officers, employees, successors, assigns, sponsors and volunteers (collectively "City of Irving") from any and all liabilities, claims, demands, personal injury, including death, or property damage that may be sustained by me as a result of dismantling and removing the purchased property, including injuries or damages sustained as a result of the negligence of City of Irving.

It is my express intent that this Release and Indemnification shall bind the members of my family and spouse if I am alive, and my heirs, assigns, and personal representatives if I am deceased, and shall be governed by the laws of the State of Texas.

In signing this Release and Indemnification, I acknowledge and represent that I have read it, understand it, and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing agreement that has been reduced to writing have been made. I execute this document for full, adequate, and complete consideration fully intending to be bound by the same, now and in the future. I represent that I am eighteen (18) years of age or older and am otherwise competent to execute this agreement.

NAME

DATE

WITNESS

DATE