



P.O. Box 3242
Corpus Christ, TX 78463
www.ourcityblessed.org

Assumption of Risk, Waiver & Release of Liability, and Return of Property Agreement

Borrower Information (Please Print):

First Name:		Last Name:	
Street Address:			
City:	State:	Zip Code:	
Phone Number:		Email:	

In consideration of being allowed to borrow media, supplies, tools, and/or equipment (the "OCB Property") provided to me by Our City Blessed, Inc., a not for profit entity located in Corpus Christi, Texas ("OCB"), at no charge, the undersigned, acknowledges and agrees that:

1. All borrowed OCB Property remains the property of OCB and this Agreement conveys no ownership of the OCB Property to the borrower.
2. OCB Property is borrowed for personal use only and shall not be used for any business purpose or to generate income without specific approval in writing by an OCB authorized representative.
3. OCB, at its sole discretion, may limit or deny future borrowing privileges if any of the terms of this Agreement are violated, if any OCB Property is damaged due to negligence, returned not clean, or if any OCB Property is lost, stolen, or otherwise not returned.
4. The OCB Property has been used. It has been cleaned and visually reviewed and may have received minor repairs performed by OCB volunteers not by a professional repair facility. The OCB Property is loaned to me without warranty of any kind from any of the RELEASEES (as hereinafter defined) and is loaned strictly on an "as is," "where is" basis. The OCB Property is

loaned to me without training or instructions on its use from the RELEASEES or the manufacturer's manual or safety notices or warnings.

5. I have consulted with a professional and qualified person about the use of the OCB Property loaned to me. I have had the opportunity to ask a professional and qualified person any questions about the use of the OCB Property. I understand that OCB volunteers or personnel are not professional and qualified personnel for answering questions regarding the use or operation of any OCB Property. I understand how to use the OCB Property and I will contact a professional and qualified person with any further questions. I have had an opportunity to inspect the OCB Property. If I believe that the OCB Property is unsafe or I have questions about its use or need further instructions, I will not use the OCB Property until I receive the information I request from a professional and qualified person and believe the OCB Property to be safe.
6. I will not permit the OCB Property to be used or transferred to another person. While the OCB Property is in my possession, I will notify OCB of any change in my address. I will return the OCB Property within 30 days, and the OCB Property will be returned by me in the same condition as it was in when received from OCB.
7. The risk of injury from the use of the OCB Property is significant, including the potential for injury, permanent disability and death. **I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS**, both known and unknown, **EVEN IF ARISING FROM NEGLIGENCE OF THE RELEASEES** or others, and I assume full responsibility for my use of the OCB Property.
8. I, for myself and on behalf of my heirs, personal representatives and next of kin, successors and assigns **HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS** Our City Blessed, Inc., its officers, directors, employees, volunteers, agents (including its insurers and attorneys) and, if applicable, owners, lessors, lessees, officers, directors, employees, volunteers or agents of any premises used to conduct the storage, cleaning, inspection, repair or delivery of the OCB Property to me (individually and collectively the "RELEASEES"), from any and all claims, demands, losses, and liability (including attorney's fees and costs) arising out of or related to **ANY PROPERTY DAMAGE, LOSS OF REVENUE, LOSS OF PAY, OR INJURY, DISABILITY, OR DEATH I MAY SUFFER OR ANY LOSS OR PROPERTY DAMAGE TO OTHER PERSON(S) OR THIRD PARTY, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE**, to the fullest extent permitted by law.
9. I understand that I am responsible for all financial liabilities associated with any third party injury, disability, death or property damage caused as of result of using OCB Property.
10. If returning this form electronically, I consent to conduct transactions with OCB by electronic means.
11. If any provision of this document shall be held by a court of competent jurisdiction to be invalid, unenforceable, or void, such provision shall be enforced to the fullest extent permitted by applicable law, and the remainder of this document shall remain in full force and effect.
12. This document shall be binding upon and inure to the benefit of the parties and their respective heirs, next of kin, legal representatives, successors and assigns.

13. This document constitutes the entire agreement among the parties and supersedes all prior oral and written negotiations, communications, discussions and correspondence pertaining to the subject matter hereof.
14. This document may only be amended or modified by an instrument in writing signed by you and an authorized representative of Our City Blessed, Inc. No waiver of any provision of this document shall be effective unless made in writing and signed by the waiving party.
15. The failure of either party to require the performance of any term or obligation of this document, or the waiver by either party of any breach of this document, shall not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.

I HAVE READ AND UNDERSTAND THIS ASSUMPTION OF RISK, WAIVER AND RELEASE OF LIABILITY PRIOR TO SIGNING THIS DOCUMENT, AND I AM AWARE THAT BY SIGNING THIS ASSUMPTION OF RISK AND WAIVER & RELEASE OF LIABILITY THAT I AM WAIVING SUBSTANTIAL LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, SUCCESSORS, AND ASSIGNS MAY HAVE AGAINST THE RELEASEES (INCLUDING THE RIGHT TO BRING A LEGAL ACTION OR ASSERT A CLAIM). THIS LIABILITY WAIVER IS MADE AND EXECUTED IN THE STATE OF TEXAS AND SHALL BE GOVERNED BY, ENFORCED IN AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT REFERENCE TO CONFLICT OF LAW RULES. I ACKNOWLEDGE THAT IN EXECUTING THIS ASSUMPTION OF RISK, WAIVER AND RELEASE OF LIABILITY, I AM NOT RELYING ON ANY INDUCEMENTS, PROMISES, OR REPRESENTATIONS MADE BY THE RELEASEES.

Borrower Name (Please Print):	
Borrower Signature:	
Date Borrowed:	Return Due Date:
Our City Blessed Authorized Representative Name (Please Print):	
Our City Blessed Authorized Representative Signature:	
Phone Number:	Date: