

CITY OF JOHNSON CITY, TEXAS
Special Event Application
Indemnity Addendum

FOR AND IN CONSIDERATION of receiving permission to hold a special event inside the City limits of Johnson City, TX, to conduct the Activities provided in the Special Event Application (“Agreement”) between the Applicant and the City of Johnson City, TX (herein “City”), the Applicant agrees to the following terms and conditions:

INDEMNITY AND RELEASE

1. **RELEASE.** Applicant and Applicant’s participants, for themselves, their agents, employees, representatives, successors and assigns hereby release and fully discharge the City, its affiliates, subsidiaries, and any of its respective partners, directors, officers, employees, agents, and representatives from any claims, causes of actions, settlements, liabilities, demands, damages, losses and expenses (including, without limitation, attorneys’ fees, court costs, or any costs resulting from any environmental response or remediation or other cleanup or disposal) of any kind, which Applicant or Applicant’s participants may have or incur for, from or relating to any accident, damage (including, without limitation, actual or direct damages, or any lost profits, special, indirect or consequential damages of any kind), or injury (including, without limitation, personal injury, bodily injury, sickness or death) to any person or property (real, personal or mixed) of Applicant or Applicant’s participants sustained or incurred in connection with Applicant’s or any of Applicant’s employees’, agents’, principals’ or subcontractors’ presence or actions or omissions on or off the City’s property, or otherwise relating to any services provided by Applicant or any of Applicant’s employees, agents, principals, or subcontractors, regardless of whether such accident, damage or injury is caused by or attributable to (in whole or in part) by the negligent (sole, joint, concurrent, simple or gross negligent) acts or omissions, strict liability, products liability, any condition or defect in or on any property, or any other fault or responsibility of the City.
2. **INDEMNITY. WITHOUT BEING LIMITED BY ANY INSURANCE COVERAGE, APPLICANT AND APPLICANT’S PARTICIPANTS HEREBY AGREE TO FULLY INDEMNIFY, DEFEND AND HOLD HARMLESS THE CITY FROM AND AGAINST ANY AND ALL CLAIMS (INCLUDING, WITHOUT LIMITATION, CLAIMS FOR PERSONAL INJURY, BODILY INJURY, ILLNESS, DEATH OR PROPERTY DAMAGE, WHETHER REAL, PERSONAL OR MIXED), CAUSES OF ACTIONS, LIABILITIES, DEMANDS, DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY ACTUAL OR DIRECT DAMAGES, OR ANY LOST PROFITS, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES), SETTLEMENTS, PENALTIES, FINES, LOSSES AND EXPENSES (INCLUDING WITHOUT LIMITATION, ATTORNEYS’ FEES, COURT COSTS, OR ANY COSTS RESULTING FROM ANY ENVIRONMENTAL RESPONSE OR REMEDIATION OR OTHER CLEANUP OR DISPOSAL), ACTUAL OR THREATENED, ARISING UNDER ANY THEORY OF LIABILITY (INCLUDING, WITHOUT LIMITATION, COMMON LAW, STATUTORY, REGULATION, TORT, CONTRACT, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER)**

(COLLECTIVELY, “LOSSES”), INCURRED BY, ARISING IN FAVOR OF, OR ASSERTED OR BROUGHT BY THE CITY, APPLICANT, OR ANY AGENT, REPRESENTATIVE, EMPLOYEE OR SUBCONTRACTOR OF APPLICANT, OR ANY THIRD PARTY (INCLUDING, WITHOUT LIMITATION, ARISING FROM ANY ACCIDENT, DAMAGE OR INJURY TO ANY PERSON OR PROPERTY (REAL, PERSONAL OR MIXED), RESULTING OR ARISING FROM OR RELATING TO, ANY BREACH OF THIS AGREEMENT BY APPLICANT OR APPLICANT’S PARTICIPANTS, OR THE PRESENCE OF ANY ACTIVITIES (INCLUDING, BUT NOT LIMITED TO, THE IDENTIFIED ACTIVITIES) OF APPLICANT OR APPLICANT’S PARTICIPANTS ON OR OFF CITY PROPERTY, OR ANY SERVICES PROVIDED BY APPLICANT OR APPLICANT’S PARTICIPANTS (OR ANY OF THEIR AFFILIATES, SUBSIDIARIES, OR ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR REPRESENTATIVES), REGARDLESS OF ANY OF SUCH LOSSES ARE ATTRIBUTABLE TO (IN WHOLE OR IN PART) THE ACTIONS, OMISSIONS, NEGLIGENCE (SOLE, JOINT, CONCURRENT, SIMPLE OR GROSS), STRICT LIABILITY, PRODUCTS LIABILITY, ANY CONDITION OR DEFECT IN OR ON ANY PROPERTY, OR OTHER FAULT OR RESPONSIBILITY OF THE CITY, OR ANY OF ITS OFFICIALS, AGENTS, REPRESENTATIVES, OR EMPLOYEES, OR OF APPLICANT, APPLICANT’S PARTICIPANTS OR ANY THIRD PERSON OR PARTY.

3. In the event of a conflict between the terms of the Agreement and the terms of the Addendum, the terms of the Addendum shall govern and control.

By signing below, the Applicant agrees to the Indemnity and Release provisions contained above and to pay any additional costs to the City incurred as a result of the special event within five (5) days of the date upon which the City informs the Applicant of the amount of such additional costs. Should the Applicant not pay such additional costs, no future special event permits shall be issued to the same Applicant for a period not to exceed two (2) years. Nothing herein shall preclude the City from enforcing any legal or equitable remedy against the Applicant for recovery of such additional costs.

Signed and Accepted by:

Applicant’s Signature: _____

Printed Name: _____

Date: ____/____/____