

THE STATE OF TEXAS
COUNTY OF COLLIN

WAIVER OF LIABILITY
RELEASE, INDEMNIFICATION
AND HOLD HARMLESS AGREEMENT

That I, _____, the undersigned, a private person, for and in sole consideration of the privilege of displaying my artwork at a library belonging to the City of Plano Library System during the period from _____ to _____, do hereby agree to assume the risks attendant to such activity, including but not limited to loss, damage or destruction to my artwork. I have read and agree to comply with the terms and conditions outlined in Policy 307 Art Exhibit. I am hereby lending the works of art or other material as identified in "Attachment 1" to the Plano Public Library System for exhibit purposes only. In consideration of the privilege of exhibiting them in the library, I hereby release the Plano Public Library System and the City of Plano from responsibility for loss, damage, or destruction while they are in the possession of the Plano Public Library System.

I do hereby waive all claims, release, indemnify, defend and hold harmless the City of Plano and all of its officials, officers, agents, employees, in both their public and private capacities from any and all liability, claims, suits, demands, expenses of litigation or causes of action which may arise by reason of injury to persons or loss of, damage or loss of use by any property occasioned by error, omission or negligent act of any other persons with regard to this agreement, and I will, at my own cost and expense, defend and protect the City of Plano against any and all such claims and demands.

Such indemnity shall apply whether the claims, losses, damages, causes of action, suits or liability arise in the whole or in part from the negligence of the City of Plano, its officers, officials, agents or employees. It is the express intention of the parties hereto, both myself and the City of Plano, that the indemnity provided for this paragraph is indemnity by the undersigned to indemnify and protect the City of Plano from the consequences of the City of Plano's own negligence, whether that negligence is the sole or concurring cause of injury, death or damage.

It is further agreed that the execution of this Waiver of Liability, Release, Indemnification and Hold Harmless Agreement will not constitute a waiver by the City of Plano of the defense of governmental immunity, where applicable, or any other defense recognized at law or equity.

I, the undersigned, have read this waiver of liability, release, indemnification and hold harmless agreement and understand its terms. I execute it voluntarily and with full knowledge of its significance.

SIGNED this the _____ day of _____, 20__

Exhibitor Signature

Printed or Typed Name of Exhibitor

Witness

Printed or Typed Name of Witness

Attachment "1"

Title of Exhibit

Description of materials loaned (attach list of materials loaned if appropriate)

Date and time of Exhibit installation

Date and time of Exhibit removal

Exhibitor Address

Phone

E-Mail Address

Signature of Exhibitor

Date