

City of Hyattsville
Release and Waiver of Liability,
Assumption of Risk and Indemnity Agreement

IN CONSIDERATION of being permitted to work or participate in an arts project on property belonging to the City of Hyattsville, through agreement with Hyattsville Community Development Corporation, _____ (hereinafter referred to as "Contractor") for him/herself or personal representatives, heirs, assigns, and next of kin:

1. HEREBY RELEASES, WAIVES, DISCHARGES, AND COVENANTS NOT TO SUE the Releasees, hereby defined as City of Hyattsville including its officials, agents, employees, or assigns, as well as any sanctioning or administrative organizations or any affiliated entities thereof FROM ALL LIABILITY TO THE UNDERSIGNED, his/her personal representatives, employees, assigns, heirs, and next of kin, FOR ANY AND ALL LOSS OR DAMAGE AND ANY CLAIM OR DEMANDS THEREFORE ON ACCOUNT OF INJURY TO THE PERSON OR PROPERTY OR RESULTING IN DEATH OF THE UNDERSIGNED ARISING OUT OF OR RELATED TO THE PROJECT, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

2. HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the Releasees thereof FROM ANY LOSS, LIABILITY, DAMAGE, OR COST INCLUDING BODILY INJURY OR PROPERTY DAMAGE, they may incur arising out of Contractor's presence or participation in the Project, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

3. HEREBY ASSUMES FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH, OR PROPERTY DAMAGE arising out of or related to the Project WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES or otherwise.

4. HEREBY acknowledges that the ACTIVITIES THAT MAY BE REQUIRED UNDER THE PROJECT MAY BE DANGEROUS and involve the risk of serious injury and/or death and/or property damage. Each of the undersigned also expressly acknowledges that INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE RELEASEES.

5. HEREBY agrees that this Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement extends to all acts of negligence by the Releasees, INCLUDING NEGLIGENT RESCUE OPERATIONS and is intended to be as broad and inclusive as is permitted by the laws of the State of Maryland and that if any portion of this agreement is held invalid, it is agreed that the remaining provisions shall continue in full force and effect.

I HAVE READ THIS RELEASE AND WAIVER OF LAIBILTIIY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMEENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE COMPLETE

AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT
ALLOWED BY LAW.

Witness

Print name

Signature

Date

DRAFT