

# KELLERfest!

OUR HOMETOWN CELEBRATION

## Bike & Trike Show

### HOLD HARMLESS AGREEMENT

May 30, 2009

I, \_\_\_\_\_, the undersigned -- binding my heirs, executors, administrators, estate, and assigns -- do hereby agree to completely and fully indemnify, defend, and hold harmless the Greater Keller Chamber of Commerce; the City of Keller, Texas; their respective partners and affiliated companies; and each of the foregoing parties' respective directors, officers, employees, independent contractors, and agents (collectively, the "Indemnitees", or individually, an "Indemnatee") from and against any and all claims, causes of action, and/or liabilities of every kind (collectively, "Liabilities") for injury to, or death of, any person or persons or for damage to, or loss of, personal property arising out of or attributed, directly or indirectly from my participation in the Keller Fest 2009 Festival, or around the Keller Fest 2009 sites adjacent to Bear Creek Parkway, in connection with the Keller Fest 2009 Festival, even if the Liabilities are caused in whole or in part by the negligence of any Indemnatee. I assume all risks involved with my activities on said Festival Site in connection with the Keller Fest 2009 Festival, including the risk of damage to, or theft of, any of my personal property, and I waive and relinquish, covenant not to sue, and fully release and forever discharge the Indemnitees from any and all Liabilities whatsoever, at common law or otherwise, that may arise as a result of or in connection with any of my activities on said Festival Site in connection with the Keller Fest 2009 Festival, even if such Liabilities are caused in whole or in part by the negligence of any Indemnatee.

If this vendor is other than an individual, vendor certifies, warrants, and represents that the individual whose signature appears below is duly authorized to execute this Agreement on behalf of the firm, corporation, partnership or other entity who is the vendor.

IN WITNESS WHEREOF, this Agreement has been executed this \_\_\_\_ day of \_\_\_\_\_, 2009

Exhibitor: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

This instrument was acknowledged on the \_\_\_\_ day of \_\_\_\_\_, 2009, by \_\_\_\_\_, a \_\_\_\_\_, on behalf of said \_\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for the State of Texas

Exhibitor: \_\_\_\_\_

Tax ID: \_\_\_\_\_

Phone: \_\_\_\_\_