

**RELEASE AND INDEMNIFICATION OF LIABILITY**

**STATE OF TEXAS** )  
 ) **KNOWN ALL MEN BY THESE PRESENTS:**  
**COUNTY OF DENTON** )

This release of liability and indemnity agreement (hereinafter called “Release”) is entered into by the undersigned, as an independent contractor, or as an agent or authorized representative of an independent contractor of the Town of Flower Mound, Texas (hereinafter called “Undersigned Contractor”).

**WHEREAS**, the Undersigned Contractor has entered into a contractual relationship with the Town of Flower Mound, Texas (hereinafter called “Town”) and has been engaged by the Town to perform certain work for the Town (hereinafter called “Work”); and

**WHEREAS**, the Undersigned Contractor, in consideration for being awarded the Work by the Town, agrees to release the Town from all liability that might result from the Work or activities related to the Work, and to indemnify the Town from all liability that might result from the Work or activities related to the Work.

**NOW, THEREFORE**, for and in consideration of the Town engaging the Undersigned Contractor as an independent contractor of the Town to perform the Work, including the recitals set forth above, the Undersigned Contractor agrees as follows:

1. The Undersigned Contractor does hereby release, acquit, and forever discharge the Town, its officers, agents, servants, and employees, from all liability and from any and all claims or causes of action of any kind whatsoever, at common law, statutory or otherwise, attributable to the acts or omissions of the Undersigned Contractor, the Undersigned Contractor’s personal representatives, successors, contractors, subcontractors, and employees, and from any and all losses, damages, or claims of

damages on account of injury to the person or property of the Undersigned Contractor or others, or the death of the Undersigned Contractor or others, arising out of the Work or activities related to the Work.

2. The Undersigned Contractor assumes full responsibility for any and all bodily injury, death, property damage, or any other damage or injury of any kind due to the negligence of the Undersigned Contractor, the Undersigned Contractor's personal representatives, successors, contractors, subcontractors, or employees, notwithstanding any alleged act of negligence by the Town, its officers, agents, and employees.
3. The Undersigned Contractor agrees to indemnify and hold harmless the Town, its officers, agents and employees, and any other person, firm, or corporation bound to defend or pay judgments against the Town, its officers, agents, and employees, from and against any and all claims, demands, or causes of action, including claims for contribution or indemnity, and reasonable and necessary costs, including attorney's fees, incurred in defense of any claim that any person has or may have arising out of or resulting from the Work or activities related to the Work.
4. This Release shall be construed according to the laws of the State of Texas. Venue for any suit shall be in Denton County, Texas, in the appropriate federal or state court having jurisdiction over the matters and facts in controversy.
5. This Release contains the entire agreement between the Undersigned Contractor and the Town regarding the Undersigned Contractor's indemnification of the Town and release of the Town from all liability. The terms of this Release are contractual and not a mere recital.

6. This Release shall be binding upon the Undersigned Contractor's heirs, assigns, administrators, executors, and legal representatives forever.
7. In making this Release, the Undersigned Contractor has not relied upon any statement or representation pertaining to this matter made by other persons, firms, organizations, or corporations, and the Undersigned Contractor is executing this Release based solely on their own judgment. The Undersigned Contractor understands fully that this Release covers and includes every claim of every kind that they have or may have in the future arising out of the Undersigned Contractor's performance of the Work or activities related to the Work.
8. The Undersigned Contractor expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Texas and that if any portion of this Release is held to be invalid by a court of competent jurisdiction, the Undersigned Contractor agrees that all remaining provisions of the Release shall remain and continue in full force and legal effect.
9. It is the intent of all Parties hereto that all indemnity obligations and liability are assumed by the Undersigned Contractor without regard to the causes thereof or the negligence of any party or parties, including any negligence or gross negligence of the Town, its officers, agents, and employees, whether the negligence is sole, joint, comparative, concurrent, active, or passive.
10. The Undersigned Contractor has carefully read the foregoing Release and knows the contents thereof and signs the same as their own free act.

Witness my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
An independent contractor of the Town of Flower  
Mound

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

Its: \_\_\_\_\_

\_\_\_\_\_  
(Title)

Subscribed and sworn to before me on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

My commission expires:

\_\_\_\_\_