

**RELEASE, HOLD HARMLESS AND INDEMNIFICATION AGREEMENT**

THE STATE OF TEXAS                   §  
  §  
COUNTY OF TRAVIS                   §

This Release, Hold Harmless and Indemnification Agreement (this "Agreement") is made and entered into on the date set forth below by and between River Place Municipal Utility District, a political subdivision of the State of Texas created and operating under the authority of Chapters 49 and 54 of the Texas Water Code, as amended ("River Place"), and the persons who have signed this Agreement, individuals residing within Travis County, Texas ("Releasers"). River Place and Releasers are collectively referred to herein as the "Parties."

**Recitals**

A. WHEREAS, Releasers are residents of River Place and have requested that the Board of Directors allow them to utilize either Sun Tree Park or Woodlands Park for a special event, as more fully described in Exhibit "A" attached hereto;

B. WHEREAS, the District is willing to allow Releasers to utilize the District's Parks in the manner requested, provided that Releasers release River Place of all liability, and hold harmless and indemnify River Place for any costs, liability or damages incurred by River Place, as a result of the use of either Sun Tree Park or Woodlands Park, all as more fully set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereafter set forth, River Place and Releasers hereby agree as follows:

**Agreement**

**Section 1. Use of District Parks**

1.1 River Place hereby consents to the use of either Sun Tree Park or Woodlands Park for the purposes set forth in Exhibit A attached hereto.

1.2 Releasers agree that they shall not utilize either Sun Tree Park or Woodlands Park for any purposes, or perform any actions at the park, that are not expressly permitted by River Place's rules and regulations or by the terms of this Agreement.

## Section 2. Full Release

Releasors release, acquit, and forever discharge in full River Place, and its individual officers, directors, employees, agents, contractors and representatives, and their respective successors, heirs, executors, legal representatives and assigns (collectively, the "Released Parties") from any and all claims, causes of action, judgments, expenses, costs, losses, obligations and other liabilities of any kind whatsoever, at law or in equity, known or unknown, which Releasors had, now have, or hereafter can, shall or may have against any one or more of the Released Parties for, upon or by reason of any matter, cause or thing whatsoever arising out of or in connection with the use of either Sun Tree Park or Woodlands Park.

## Section 3. Covenant Not to Sue

Releasors agree and covenant not to sue or prosecute any claims against the Released Parties for, upon or by reason of any matter, cause or thing whatsoever arising out of or in connection with the use of either Sun Tree Park or Woodlands Park.

## Section 4. Indemnity

Releasors hereby agree to protect, indemnify, defend and hold the Released Parties free and harmless from and against any and all liabilities, losses, damages, costs, claims, expenses, liens, demands and causes of action of every kind and character occurring or otherwise incident to, in connection with, or arising out of, the following:

- a. breach of the foregoing covenant not to sue; and
- b. breach of any term or condition of this Agreement; and
- c. injury to any person or damage to any property as a result of, related to, arising out of, or in any way incident to, the use of either Sun Tree Park or Woodlands Park by Releasors or Releasors' guests or invitees.

## Section 5. Insurance

Releasors agree to cause the District to be named as an additional insured on any vendor's insurance policy with respect to any equipment, attractions or rides that may be provided in connection with Releasors' use of either Sun Tree Park or Woodlands Park.

## Section 6. Miscellaneous

6.1 The constitution and laws of the State of Texas and the decisions of its courts shall govern with respect to any question or controversy which may arise under this Agreement.

6.2 A waiver by any party hereto of any default by another party hereunder shall not be deemed a waiver by such party of any default by other parties which may thereafter occur.

6.3 This Agreement contains the entire agreement between the Parties, and may be amended only by express written agreement signed by all Parties.

6.4 This Agreement is binding upon and inures to the benefit of the Parties hereto, and their respective successors, representatives and assigns. This Agreement may not be assigned by any Party without the prior written consent of the other Parties.

EXECUTED AS OF THE \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_.

RIVER PLACE MUNICIPAL UTILITY DISTRICT

BY: \_\_\_\_\_

NAME: Bill Fry

TITLE: General Manager

RELEASORS:

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Email Address

Which pavilion are you reserving? Sun Tree \_\_\_\_\_ Woodlands \_\_\_\_\_

Date of reservation: \_\_\_\_\_ Time: \_\_\_\_\_

Check # \_\_\_\_\_

Amount \$ \_\_\_\_\_

**Exhibit A**

**Description of Event**

**(Include date of event and any special equipment that will be placed  
at property or unusual use of property)**

**Austin\_1\233702\2  
19244-1 5/26/2005**

# **RIVER PLACE MUNICIPAL UTILITY DISTRICT**

## **RESERVATIONS FOR PARK PAVILIONS**

The person or organization reserving the facility shall be responsible for the conduct and behavior of the entire group using the facility and for the enforcement of all District Park Rules during the period of the reservation.

### **Deposit:**

A clean up/damage deposit of \$75.00 for River Place residents, and \$175.00 for non-River Place residents, is charged for groups of ten (10) people or more. The deposit check, made payable to River Place M.U.D. will be returned after satisfactory inspection of the facilities at the conclusion of the reservation. Any damage, usage not approved, or maintenance required after the reservation is completed will be charged to the user and/or taken out of the deposit. If the deposit does not cover the cost, the user will be billed under the terms of the River Place Municipal Utility District. Failure to clean up and/or pay for additional clean up and/or damage costs will result in denial of future reservation requests and forfeit of deposit.

### **Payment:**

All fees and deposits may be paid in person (8:00 a.m. – 5:00 p.m., Monday-Friday) at the District Office located at **Severn Trent Services, 14050 Summit Dr., Suite 113, Austin, Texas 78728**, or by mail addressed to **River Place M.U.D. 14050 Summit Dr., Suite 113, Austin, Texas 78728**. Checks should be made payable to River Place M.U.D. There will be a \$25.00 service charge for all returned checks.

### **Cancellations:**

Please call the District office at **Severn Trent Services at (512) 246-0498x221** as soon as possible if it becomes necessary to cancel your reservation.

### **Arrival/Departure:**

Reservations are arranged for a specific period of time, known as arrival and departure times. The arrival time is the time you have requested to begin the reservation. The reservation is expected to end at the departure time previously arranged.

### **Clean Up:**

The person or organization reserving the pavilion is required to return the pavilion and adjacent grounds their original condition. All hard surfaces are to be clean of loose materials, including decorations, trash, and litter. All of these materials are to be placed in the trash receptacles. If the receptacles are full, put all debris in plastic garbage bags, tie the bags securely, and place them next to the trash bins, but off of the concrete slab.

### **Parking:**

Parties reserving the pavilion are requested to use the parking lot near the pavilion. Use of the parking lot during after hours (sundown to 8:00 a.m.) is prohibited.

**Amplification:**

Parties desiring to use amplification must receive written authorization from the District office. Amplification systems must not exceed 35 watts total output power on all channels combined. Speakers for the system must be placed within the pavilion so that the sound is confined to the immediate pavilion area. If complaints from surrounding homes are received by the District office, or the Sheriff's office, the user will be required to turn off amplified sound.

## **ADDITIONAL RULES & REGULATIONS RELEVANT TO HAVING A MOON WALK, TRAIN, OR OTHER SIMILAR ENTERTAINMENT EQUIPMENT**

The River Place Municipal Utility District cannot accept liability for any damage of property or personal injuries sustained from or caused during the use of a Moon Walk, train, or other similar entertainment equipment at Sun Tree Park or at the Woodlands Park in the River Place Municipal Utility District.

The following requirements must be met prior to the use of this type of equipment:

1. The Owner of the equipment must provide the District with an original copy of their Certificate of Insurance showing proof of liability for any accidents or damages that may occur during its use. **River Place Municipal Utility District must be listed as an "additional insured" on the insurance policy.**
2. A Release, Hold Harmless and Indemnification Agreement must be filled out and signed by the person or organization reserving the pavilion and returned to the District office. This document can be obtained from the District Office.

After receipt of the Certificate of Insurance and the Indemnification Agreement, the District office will obtain approval from the Board of Directors of the River Place Municipal Utility District.

A copy of all paperwork and a confirmation letter will then be forwarded to the person reserving the pavilion. All paperwork must be in your possession during use of the River Place M.U.D. facility.

***NOTE: It takes two to three weeks for this entire process. Please plan accordingly.***