

Thank you for your interest in our Rock The Block Trailer (RTBT)!

Before signing the Rental Waiver form, please be confirm the following:

1. You have received an email from City of Lewisville staff member confirming your reservation request
2. Read RTBT Guidelines
3. Read RTBT Inventory Checklist to know what items are included in the trailer

Once you have completed and signed the Waiver, please submit the document via the Block Party Trailer Reservation Request Form **OR** email to the Staff members listed below. A signed Waiver form must be received in order to reserve the Rock The Block Trailer.

Ashleigh Feryan: aferyan@cityoflewisville.com

Randy Beebe: rbeebe@cityoflewisville.com

Together Lewisville: tlc@cityoflewisville.com

If you have any questions, you can reach staff at 972.219.3736.



WAIVER, RELEASE AND INDEMNITY AGREEMENT

I, _____, the undersigned, for and in sole consideration of the privilege of utilizing the City of Lewisville (“City”) Rock the Block Party Trailer and the equipment, accessories and other property contained therein (collectively, the “Trailer”) during the period from _____ to _____, (the “Event”) do hereby voluntarily and freely execute this Waiver, Release and Indemnity Agreement (the “Agreement”).

By signing this Agreement, I agree to abide by the City’s Rock the Block Party Trailer Guidelines. I further agree to assume responsibility to pick up the Trailer and return the Trailer and keys no later than close of business on the next business day following the Event or at a time mutually agreed upon by both parties in writing. Upon pick up of the Trailer, I agree to inspect the Trailer and report any defects or damage to the City prior to my acceptance of the Trailer. I further agree to return the Trailer to the City in the same condition in which it was received, except for ordinary wear and tear which may occur. I further agree to report to the City any damage to the Trailer which occurs while it is in my possession.

The person driving the trailer, _____, agrees to provide a copy of auto insurance when submitting the reservation request for the Trailer. The driver’s auto insurance must meet at least the state minimum requirements, per Texas law.

BY SIGNING THIS AGREEMENT, I AGREE TO ASSUME FOR MYSELF AND THOSE I PERMIT TO USE THE TRAILER THE RISKS AND DANGERS RELATED TO THE USE OF THE TRAILER. I DO HEREBY RELEASE, INDEMNIFY, DEFEND, HOLD HARMLESS AND FOREVER DISCHARGE THE CITY, ITS OFFICERS, AGENTS, REPRESENTATIVES, AND EMPLOYEES, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM ANY AND ALL LIABILITY, CLAIMS, SUITS, DEMANDS, EXPENSES OF LITIGATION OR CAUSES OF ACTION FOR ANY AND ALL CLAIMS, PERSONAL INJURY (INCLUDING DEATH) OR PROPERTY LOSS OR DAMAGE, INCLUDING ATTORNEYS’ FEES, THAT I OR MY HEIRS, SUCCESSORS AND ASSIGNS MAY HAVE OR MAY HEREAFTER ACQUIRE AGAINST THE CITY, WHICH MAY ARISE IN ANY MANNER WHATSOEVER FROM USE OF THE TRAILER, INCLUDING BUT NOT LIMITED TO: (A) PERSONAL INJURY TO PERSONS OR PROPERTY DAMAGE THAT MAY ARISE FROM THE AN ERROR, OMISSION, NEGLIGENT OR INTENTIONAL ACT OF MYSELF; (B) PERSONAL INJURY OR PROPERTY DAMAGE THAT MAY ARISE FROM THE NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS OF A THIRD PERSON; (C) PERSONAL INJURY OR PROPERTY DAMAGE THAT MAY ARISE FROM THE NEGLIGENT (WHETHER THAT NEGLIGENCE IS THE SOLE OR CONCURRING CAUSE) OR INTENTIONAL ACTS OR OMISSIONS OF THE CITY, ITS OFFICERS, AGENTS, REPRESENTATIVES OR EMPLOYEES; AND (D) WRONGFUL DEATH CLAIMS. IT IS FURTHER AGREED THAT THE EXECUTION OF THIS AGREEMENT SHALL NOT CONSTITUTE A WAIVER BY THE CITY OF ANY AND ALL DEFENSES, AT COMMON LAW OR STATUTORY, FEDERAL OR STATE, INCLUDING BUT NOT LIMITED TO GOVERNMENTAL IMMUNITY.

I certify by my signature below that I am duly qualified and of legal age to sign this Agreement. I further certify that I have read and understand all the terms and conditions contained herein.

SIGNED this the _____ day of _____ 20_____.

Signature

Printed or Typed Name

Witness

Address