

# Release and Indemnification Agreement



Property: Triumphant Love Lutheran Church  
9508 Great Hills Trail  
Austin, TX 78759  
512-346-5683

Property User: \_\_\_\_\_

Sole Purpose of Property Use: \_\_\_\_\_

Liability Insurance Company: \_\_\_\_\_

Policy Number: \_\_\_\_\_

Combined single limit coverage amount: \_\_\_\_\_

- Assumption of Risk; Release. In consideration for the permission granted by Triumphant Love Lutheran Church of Austin, Texas ("Owner") to use certain space within the Property, Property User assumes and accepts, to the fullest extent permitted by law, all risks of injury or damage, to itself and its employees, contractors, agents, representatives, guests, invitees, or licensees, whether to person or property, including but not limited to any injuries caused by the condition of the Property, the use of the Property by Property User, or the ordinary negligence of Owner. Property User accepts the Property as-is, with all faults, without any representations or warranties, express or implied, as to the condition of the Property or the fitness of the Property for any particular purpose.
- Indemnification. Property User further agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless Owner and its directors, officers, employees, contractors, agents and representatives (collectively, the "Indemnitees") from any and all claims, demands, liabilities, causes of action, suits, judgments, and expenses (including attorney's fees) for injury or damage, whether to person or property, including damage or injury caused by the ordinary negligence of the Indemnitees, arising or alleged to have arisen out of (i) the condition of the Property, (ii) the use of the Property by Property User, or (iii) any breach or default by Property User in the performance of its obligations under this Agreement or the Building Use Agreement between Owner and Property User.
- Use; Repairs. Property User shall use the Property for the above-described use and for no other purpose, unless Owner gives its prior written consent to another use. Property User shall promptly reimburse Owner for the cost to repair any damage to the Property or Owner's improvements located thereon that are caused by the use of or entry onto the Property by Property User or its employees, contractors, agents, representatives, guests, invitees, or licensees.
- Miscellaneous. The undersigned represents and warrants that Property User currently has in effect and shall maintain the liability insurance described above, and that the undersigned is duly authorized to execute and deliver this agreement and thereby bind Property User. This agreement shall be governed by the laws of the State of Texas. Should any provision of this agreement be deemed unenforceable, the remaining provisions shall continue in full force and effect. In any action to enforce this agreement, the prevailing party shall be entitled to its reasonable costs, including attorney's fees.

Property User: \_\_\_\_\_

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

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

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

Dated: \_\_\_\_\_