

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**RENEWAL TO REVOCABLE LICENSE AGREEMENT BETWEEN
KATY UNITED, LLC AND FORT BEND COUNTY
FOR USE OF BALL FIELDS AT FREEDOM PARK FY 2020**

THIS RENEWAL is entered into by and between Fort Bend County ("County"), a body corporate and politic under the laws of the State of Texas, and Katy United LLC, DBA: Katy United ("Katy United"), a Texas non-profit corporation.

WITNESSETH

WHEREAS, the parties have previously executed a revocable license agreement on or about October 2, 2018 for a one (1) year term (the "Agreement,") incorporated herein by reference;

WHEREAS, County and Katy United now desire to renew the Agreement for an additional one year term;


NOW, THEREFORE, in consideration of the foregoing, the Agreement between the County and Katy United is hereby amended as follows:

1. The Agreement is renewed for an additional one (1) year term beginning October 1, 2019 and ending on September 30, 2020.
2. Katy United shall ensure that the "Waiver and Release of Liability for Use of Fort Bend County Freedom Park Facilities" attached to this Renewal as "Exhibit A" shall continue to be executed by each League Participant prior to participation.
3. Except as modified herein, the terms of the Agreement shall remain in full force and effect. If there is a conflict between this Renewal and the License Agreement, the provisions of this Renewal shall prevail. This Renewal shall be effective upon execution by the County.

FORT BEND COUNTY

KATY UNITED, LLC

KP George, County Judge



Authorized Agent – Signature

Date

Nathan Sagley

Authorized Agent- Printed Name

ATTEST:

Vice President

Title

Laura Richard, County Clerk

08-27-2019

Date

Exhibit A

WAIVER AND RELEASE OF LIABILITY FOR USE OF FORT BEND COUNTY FREEDOM PARK FACILITIES
TO BE COMPLETED ONLY BY PARTICIPANT OR PARENT/LEGAL GUARDIAN

In consideration of being permitted to use Fort Bend County Freedom Park facilities, Participant, Parent(s), and/or Legal Guardian(s) of Minor Participant, RELEASE, WAIVE, DISCHARGE FROM LIABILITY and COVENANT NOT TO SUE, Fort Bend County, Texas, its officers volunteers, and agents ("County"), from all liability to Participant, Parent(s), and/or Legal Guardian(s) of Minor Participant for any and all claims for damages for death, personal injury, or property damage, whether or not resulting from the negligence, gross negligence, or misconduct of any person, that Participant, Parent(s), and/or Legal Guardian(s) of Minor Participant may have, or that may subsequently accrue to Participant's, Parent(s), and/or Legal Guardian(s) of Minor Participant, as a result of use of Fort Bend County Freedom Park facilities by Participant or Minor Participant.

Participant, or Minor Participant, chose to voluntarily participate in use of Freedom Park facilities and AGREE THAT PARTICIPANT, OR MINOR PARTICIPANT, ASSUMES ALL RISKS, WHETHER KNOWN OR UNKNOWN TO PARTICIPANT, PARENT(S), AND/OR LEGAL GUARDIAN(S) OF MINOR PARTICIPANT.

Participant, Parent(s), and/or Legal Guardian(s) of Minor Participant agree to INDEMNIFY, DEFEND AND HOLD HARMLESS County from any loss, liability, damage, or cost County may incur due to the presence of Participant, or Minor Participant, in or on Freedom Park facilities whether caused by the negligence of County or otherwise. Participant, Parent(s), and/or Legal Guardian(s) of Minor Participant assume full responsibility for and risk of bodily injury, death, or property damage due to negligence of County or otherwise while in or on Freedom Park facilities, and/or while competing, officiating in, working, or for any purpose participating in events at Freedom Park facilities.

Participant, Parent(s), and/or Legal Guardian(s) of Minor Participant expressly agree that this release, waiver, and indemnity agreement is intended to be as broad and inclusive as permitted by the laws of the State of Texas. Participant, Parent(s), and/or Legal Guardian(s) of Minor Participant understand the legal consequences of signing this document, including: (a) releasing County from all liability; (b) waiver of my right to sue County; and (c) assumption of all risks of using Freedom Park facilities.

If Participant, or Minor Participant, requires medical treatment, County is authorized to obtain medical treatment for Participant, or Minor Participant. Participant, Parent(s), and/or Legal Guardian(s) of Minor Participant release County from any claim whatsoever on account of first aid, treatment, or service rendered to Participant, or Minor Participant, during use of Freedom Park facilities.

Participant, Parent(s), and/or Legal Guardian(s) of Minor Participant has carefully read the above release and knows the contents of the release and signs this release as their own free act. Participant, Parent(s), and/or Legal Guardian(s) of Minor Participant agree that if any portion is held invalid or unenforceable, Participant, Parent(s), and/or Legal Guardian(s) of Minor Participant will continue to be bound by the remaining terms. This release contains the entire agreement between the parties to this agreement and the terms of this release are contractual and not a mere recital.

By signature below, Participant, Parent(s), and/or Legal Guardian(s) of Minor Participant, being of lawful age, in consideration of being permitted to use Freedom Park facilities, releases and forever discharges County from any and every claim, demand, action, or right of action, of whatsoever kind or nature, either in law or in equity arising from or by reason of any bodily injury or personal injuries known or unknown, death or property damage resulting or to result from any accident which may occur as a result of participation in activities at Freedom Park or any activities in connection with Participant's, or Minor Participant's, use of Freedom Park facilities, whether by negligence or not. Releasor understands that a photocopy of this authorization is as valid as the original.

Participant: _____ Date of Birth: _____
Printed Name

Parent
/Legal Guardian: _____
Printed Name Signature

Address: _____ Phone: _____