

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

FULL RELEASE AND AGREEMENT FOR USAGE
OF COUNTY PROPERTY

This Full Release is made and entered into by and between Fort Bend County, Texas (hereinafter referred to as "County,") and Young Men's Christian Association of the Greater Houston Area (hereinafter referred to as "YMCA"); and,

WHEREAS, the County desires to permit YMCA to use Bates Allen Park, hereinafter referred to as "County property," for a certain period to conduct a summer day program as provided herein; and,

WHEREAS, YMCA desires to fully release County of any and all claims that may be derived from the use of the County property; and,

WHEREAS, YMCA shall be responsible to County for any and all damages that may occur to the County property caused by YMCA or YMCA's activities and guests; and,

WHEREAS, the parties agree the purpose of the release is to buy peace; and,

WHEREAS, the parties agree that the terms of this release and agreement accurately reflect their intent.

NOW, THEREFORE, in consideration of the covenants and agreement hereinafter contained and subject to the terms and conditions hereinafter stated, the parties hereto do mutually agree as follows:

AGREEMENT

1. The purpose of this Agreement is to allow YMCA to use County Property to conduct a summer day program from June 4, 2012 through August 10, 2012, from 7:00 a.m. to close. Use of County Property includes restrooms, storage yard and pavilions.
2. YMCA shall use reasonable care to prevent damage to County property.
3. YMCA shall be responsible for any damage to County property and shall reimburse County for any reasonable repairs made by County due to YMCA's usage upon completion of the stated purpose of this Agreement.
4. Engineer shall obtain and maintain, throughout the term of the Agreement, insurance of the types and in the minimum amounts set forth below.
5. YMCA shall furnish certificates of insurance to County evidencing compliance with the insurance requirements hereof. Certificates shall indicate name of YMCA, name of insurance company, policy number, term of coverage and limits of coverage. YMCA

shall cause its insurance companies to provide County with at least 30 days prior written notice of any reduction in the limit of liability by endorsement of the policy, cancellation or non-renewal of the insurance coverage required under this Agreement. YMCA shall obtain such insurance from such companies having Bests rating of A- or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

A. Workers' Compensation Insurance in accordance with the laws of the State of Texas, or state or hire/location of Services, and Employers' Liability coverage with a limit of not less than \$500,000 each employee for Occupational Disease, \$500,000 policy limit for Occupational Disease; and Employer's Liability of \$1,000,000 each accident.

B. Commercial General Liability Insurance including coverage for Products/Completed Operations, Blanket Contractual, Contractors' Protective Liability Broad Form Property Damage, Personal Injury/Advertising Liability, and Bodily Injury and Property Damage with limits of not less than:

\$2,000,000	general aggregate limit
\$1,000,000	each occurrence
\$325,000	aggregate Products, combined single limit
\$325,000	aggregate Personal Injury/Advertising Liability
\$50,000	Fire Legal Liability
\$5,000	Premises Medical

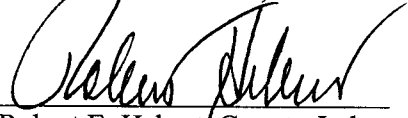
C. County and the County Commissioners shall be named as additional insureds on all coverages required above with the exception of Workers Compensation Insurance. The Workers Compensation Insurance written on behalf of YMCA shall contain a waiver of subrogation in favor of County and County Commissioners.

6. YMCA releases does release, acquit, and forever discharge the County, its officials, agents, servants, and employees and all persons in privity with the County from any and all future claims or causes of action of any kind whatsoever, at common law, statutory or otherwise, which might arise hereafter, directly or indirectly attributable to YMCA's usage of County property.
7. YMCA agrees to and shall indemnify, defend and hold harmless the County and its elected officials, officers, employees and agents, from and against any and all claims, losses, damage, causes of action, suits, and liability of any kind, including all expenses of litigation, court costs, attorney's fees, bodily injury, sickness, disease or death as a result of YMCA's use of County property.
8. YMCA shall be solely responsible and at its own cost for obtaining all necessary and proper law enforcement officers to aid in traffic control, if necessary.

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IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by County.

FORT BEND COUNTY, TEXAS

By: 
Robert E. Hebert, County Judge

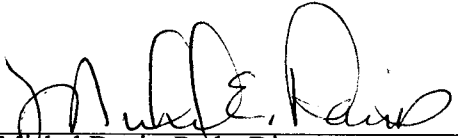
Date: 5-1-2012

ATTEST:

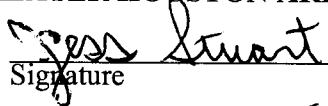

Dianne Wilson, County Clerk



Approved:


Michel Davis, Parks Director

YOUNG MEN'S CHRISTIAN ASSOCIATION OF THE GREATER HOUSTON AREA

By: 
Signature

Printed Name: Jess Stuart

Title: Executive Director

Date: 4-23-12

MER:YMCA.Bates Allen Park.Release:Summer.2012