

THE STATE OF TEXAS                    §  
   §        KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF FORT BEND                §

**FULL RELEASE, INDEMNIFICATION,  
AND REQUIREMENT FOR LIABILITY INSURANCE**

This Full Release, Indemnification, and Requirement For Liability Insurance, (hereinafter referred to as "Release"), is made and entered into by and between Fort Bend County, Texas, (hereinafter referred to as "County"), a body corporate and politic by and through its governing body, the Fort Bend County Commissioners Court, and Aflac Incorporated (hereinafter referred to as "Aflac").

WHEREAS, the County desires to permit Aflac non-exclusive use of the parking lot at the Fort Bend County Justice Center, 1422 Eugene Heimann Circle, Richmond, Texas 77469 on May 17, 2012, from 11:00 a.m. to 3:00 p.m. for a public purpose, namely to provide information on available products and services for Fort Bend County employees (hereinafter referred to as the "Activities");

WHEREAS, the County desires to permit Aflac non-exclusive use of the parking lot at the Fort Bend County George Memorial Library, 1001 Golfview, Richmond, Texas 77469 on May 18, 2012, from 11:00 a.m. to 3:00 p.m. for a public purpose, namely to provide information on available products and services for Fort Bend County employees (also hereinafter referred to as the "Activities"):

WHEREAS, Aflac desires to fully release the County of any and all claims, past, present or future, deriving or resulting from the Activities; and

WHEREAS, Aflac desires to fully indemnify the County from any and all claims, past, present or future, deriving or resulting from the Activities.

NOW THEREFORE, in consideration of the recitals set forth above, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

I.

Aflac and its officials, officers, employees, agents, servants, volunteers, and all persons in privity with Aflac, hereby agree to fully release, acquit, and forever discharge the County, its officials, officers, employees, agents and servants, and all persons in privity with the County, from any and all past, present or future claims or causes of action of any kind whatsoever, at common law, statutory or otherwise, that might arise, at any time, directly or indirectly attributable to the Activities.

II.

Aflac and its officials, officers, employees, agents, servants, volunteers, and all persons in privity with Aflac, hereby agree to fully indemnify, defend, and hold harmless the County and its officials, officers, employees, agents and servants, and all persons in privity with the County, from and against any and all claims, losses, damages, 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, that might arise, at any time, directly or indirectly attributable to the Activities.

III.

3.1 Prior to commencement of the Activities, Contractor shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. Contractor shall provide certified copies of insurance endorsements and/or policies if requested by County. Contractor shall maintain such insurance coverage from the time the Activities commence until the Activities are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of the Activities. Contractor shall obtain such insurance written on an Occurrence form from such companies having Bests rating of A/VII 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:

3.1.1 Workers' Compensation insurance in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed. Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.

3.1.2 Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.

3.1.3 Business Automobile Liability insurance with a combined Bodily Injury/Property Damage limit of not less than \$1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.

3.2 County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation. All Liability policies including Workers' Compensation written on behalf of Contractor shall contain a waiver of subrogation in favor of County and members of Commissioners Court.

3.3 If required coverage is written on a claims-made basis, Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the

contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time that the Activities are completed.

IV.

Aflac and its officials, officers, employees, agents, servants, volunteers, and all persons in privity with Aflac, hereby acknowledge and agree that they have read this Release and that they fully understand the Release and its consequences. Aflac expressly warrants to County that it is has the legal authority to execute this Release, and that it does so of its own free will and accord without reliance on any representations of any kind or character not expressly set forth herein.

FORT BEND COUNTY



Robert E. Hebert, County Judge  
5-8-2012

AFLAC INCORPORATED



Authorized Agent- Signature

Jared Day  
Authorized Agent- Printed Name

RSC  
Title

5/2/12  
Date

ATTEST:



Dianne Wilson, County Clerk



