

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 SCANLAN OAKS ELEMENTARY SCHOOL PTO (hereinafter referred to as "PTO"); and,

WHEREAS, the County desires to permit PTO to use Fort Bend County's property located in Sienna Plantation, Fort Bend County, Texas on **Saturday, December 1, 2012**, or rain date of **December 8, 2012** for approximately 4 hours to serve a public purpose; and,

WHEREAS, PTO desires to fully release County of any and all claims that may be derived from the use of certain streets and/or roads; and,

WHEREAS, PTO is responsible to County for any and all damages that may occur to County property located in Sienna Plantation on **December 1, 2012**, or rain date of **December 8, 2012**; 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

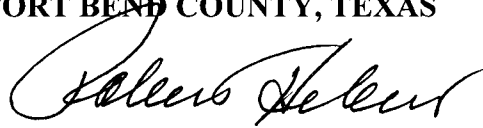
1. The purpose of this Agreement is to allow PTO to use certain County property, namely County roads, located in Sienna Plantation, Fort Bend County, Texas, as depicted on Exhibit A, attached hereto and incorporated by reference as if set forth herein verbatim, for a Family Fun Run on **December 1, 2012**, or rain date of **December 8, 2012**.
2. PTO shall use reasonable care to prevent damage to County property.
3. PTO shall be responsible for any damage to the Property and shall reimburse County for any reasonable repairs made by PTO's usage upon completion of the stated purpose of this Agreement.
4. PTO shall, keep in full force and affect a policy or general liability insurance in which the limits shall not be less than \$1,000,000 for each claim aggregate. The policy shall name the County as an additional insured, and shall contain a clause that the insurer will not cancel or change the insurance without first giving County ten (10) days prior written notice. The insurance shall be in a company acceptable to the Fort Bend County Risk Management Department and a copy of the policy or certification of insurance shall be delivered to County no less than five (5) business days before the

- date of this event.
5. PTO 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 PTO's usage of County property.
 6. PTO 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 PTO's use of County property.
 7. PTO shall be solely responsible and at its own cost for obtaining all necessary and proper law enforcement officers to aid in traffic control.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below.

FORT BEND COUNTY, TEXAS

By:



Robert E. Hebert, County Judge

Date:

11-6-2012

ATTEST:



Dianne Wilson, County Clerk

**SCANLAN OAKS ELEMENTARY
SCHOOL PTO**

By:



Mike Bologna, Reindeer Fun Run Co-Chair

Date:

October 22, 2012

MER/nm:2013 Agreements/Release.ScanlanOaksElementaryPTORReindeerRun:1964 (10/15/12)

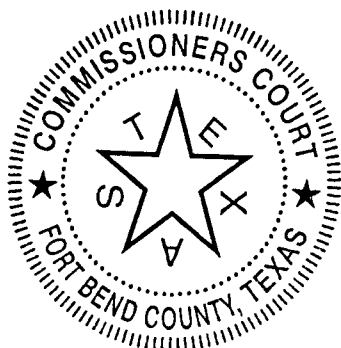
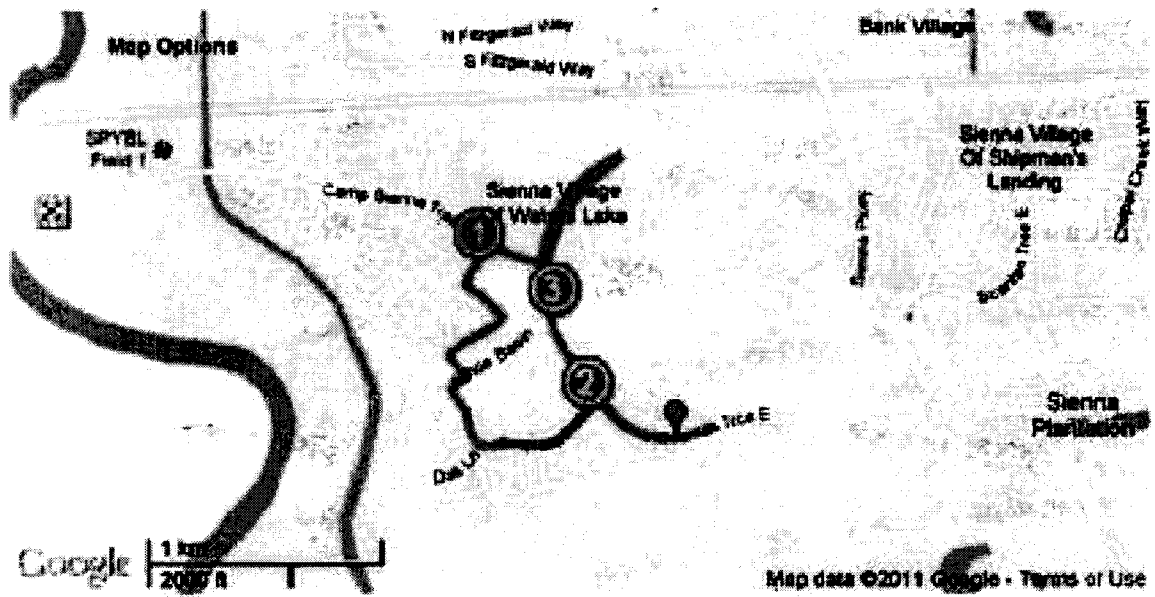


Exhibit A





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/27/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER STAR Insurance - Fort Wayne Office 2130 East DuPont Road Fort Wayne IN 46825	CONTACT NAME: Judy Weaver PHONE (A/C, No. Ext): (260) 467-5697 FAX (A/C, No): (260) 467-5651 E-MAIL ADDRESS: judy.weaver@starfinancial.com
INSURED Road Runners Club of America/2012 & Its Member Clubs 1501 Lee Highway, Suite 140 Arlington VA 22209	INSURER(S) AFFORDING COVERAGE INSURER A National Casualty Company NAIC # 11991 INSURER B Nationwide Life Insurance Co. 66869 INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER: 2012 - \$1M Club** **REVISION NUMBER:**
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X		KRO 0000002210800	12/31/2011 12:01 A.M.	12/31/2012 12:01 A.M.	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> Legal Liab. to Partio.						PERSONAL & ADV INJURY \$ 1,000,000
	<input type="checkbox"/> \$1,000,000						GENERAL AGGREGATE \$ NONE
	GEN'L AGGREGATE LIMIT APPLIES PER			A&M Aggregate \$5,000,000			PRODUCTS - COM/POP AGG \$ 1,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						ABUSE & MOLESTATION \$ 500,000
A	AUTOMOBILE LIABILITY	X		KRO 0000002210800	12/31/2011 12:01 A.M.	12/31/2012 12:01 A.M.	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS						\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED						\$
	RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
B	EXCESS MEDICAL & ACCIDENT (\$250 DEDUCTIBLE/CLAIM)	X		SPX 0000025293800	12/31/2011 12:01 A.M.	12/31/2012 12:01 A.M.	EXCESS MEDICAL \$10,000 AD & SPECIFIC LOSS \$2,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Event Member Certificate, date of event is 12/01/12.

CERTIFICATE HOLDER

Scanlan Oaks Elem PTO Reindeer Run
Attn: Mike Bologna
3106 Oak Mill Way
Missouri City, TX 77459

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

John Lefever/JWE

ACORD 25 (2010/05)

INS025 (2010/05) 01

© 1988-2010 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD