

308

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 Fellowship of Love Church, a non-profit religious organization located at 10223 Clodine Road, Richmond, Texas 77407, (hereinafter referred to as "Church").

WHEREAS, the County desires to permit Church non-exclusive use of the Four Corners Recreation Center located at 15700 Old Richmond Road, Sugar Land, Texas 77478, from _____ to _____ for a public purpose, namely to engage in outreach activities as part of their "Back to School Event" which will include free immunizations and health screenings to Fort Bend County Residents hereinafter referred to as the "Activities";

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

WHEREAS, Church 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.

Church and its officials, officers, employees, agents, servants, volunteers, and all persons in privity with the Church , 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.

Church and its officials, officers, employees, agents, servants, volunteers, and all persons in privity with the Church , 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, Church 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. Church shall provide certified copies of insurance endorsements and/or policies if requested by County. Church 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. Church 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.

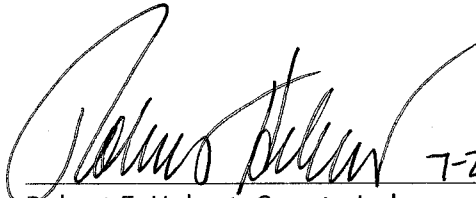
3.2 County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation. All Liability policies including Workers' Compensation written on behalf of Church shall contain a waiver of subrogation in favor of County and members of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

3.3 If required coverage is written on a claims-made basis, Church 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.

Church and its officials, officers, employees, agents, servants, volunteers, and all persons in privity with the Church, hereby acknowledge and agree that they have read this Release and that they fully understand the Release and its consequences. Church expressly warrants to County that it 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


7-28-15
Robert E. Hebert, County Judge

FELLOWSHIP OF LOVE CHURCH


Authorized Agent- Signature
DONNETTE BROWN
Authorized Agent- Printed Name

ATTEST:


Laura Richard, County Clerk

CHIEF FINANCIAL OFFICER
Title
7/21/15
Date

I/HNA/Agreements/Releases 06.25.15

