| STATE OF ALABAMA     | ) |
|----------------------|---|
| COUNTY OF TUSCALOOSA | ) |
| CITY OF TUSCALOOSA   | ) |

## RELEASE AND INDEMNITY AGREEMENT

WHEREAS, the undersigned, <u>Historic Tuscaloosa</u>, <u>Alabama Cemetery Preservation</u>

<u>Alliance, Stillman College, and Chief Tuskaloosa Chapter NSDAR</u>, have requested to be present on the grounds of the following municipal property: <u>Greenwood Cemetery</u> for a <u>workshop</u>, to clean and to <u>repair</u> tombstones and related objects and to engage in other related activities and,

**WHEREAS,** the undersigned is fully aware and acknowledges that by engaging in the aforesaid activity, there is danger to him/ her from conditions that are both open and obvious and/or latent and unseen which could result in serious injury, including personal injury and/or death.

**NOW, THEREFORE,** in consideration of the City of Tuscaloosa permitting the undersigned to engage in the aforesaid activity, the undersigned does, for himself/herself, his/her heirs, assigns, executors and administrators, remise, release and forever discharge the City of Tuscaloosa, a Municipal Corporation, its officers, agents, and/or employees of and from all manner of action and actions, suits, and sums of money, dues, claims, or demands, whatsoever, which arise out of or in any manner grow out of, property damage sustained by the undersigned or injuries or death sustained by the undersigned, including injuries known or unknown, by reason of being permitted to engage in the aforesaid activity in the City of Tuscaloosa.

The undersigned voluntarily assumes all risks attendant with the activity as enumerated above, and does hereby agree to indemnify and hold harmless, the City of Tuscaloosa, a Municipal Corporation, its officers, agents or employees from any and all manner of damages, claims, suits, sums of money, dues and demands, whatsoever, which arise out of or in any manner grow out of property damage sustained by the undersigned or injuries or death sustained by the undersigned, including injuries known or unknown to the undersigned by reason of the undersigned being permitted to engage in the aforesaid activity.

The undersigned expressly warrants that this Release and Indemnity Agreement is to be binding upon his/her executors, successors, administrators, and assigns.

It is further warranted by the undersigned that no promise or inducement has been offered, except as herein set forth, and that the undersigned is of legal age, legally competent to execute this Release and agrees to all the terms of this Release and Indemnity Agreement, making all warranties herein set forth and accepting full responsibility therefore, and this Release is a full and final release of all claims known and unknown, anticipated and unanticipated.

**THE UNDERSIGNED** has read this Release and Indemnity Agreement and fully understands the same.

| Signature of Participant (Typed Name is acceptable | Printed Name and Date |
|--|-----------------------|
| Phone Number                                       | Email Address         |
|  |                       |