



## INDEMNIFICATION

In consideration of **Tarrant Regional Water District, a Water Control and Improvement District (“the District”)** granting the undersigned access to District Property, the undersigned hereby releases, relinquishes, and discharges and agrees to **indemnify and hold harmless** the District, and the District’s officers, directors, servants, agents and employees from any and all claims, demands, liabilities, suits, causes of action, obligations, damages, injuries, losses, penalties, costs, charges, and expenses (including, without limitation, attorney’s fees, court costs, consultant fees, expert fees, and other litigation-related expenses) of whatsoever kind or character directly or indirectly resulting from, arising out of or in connection with, or relating to (1) any condition of the District Property; (2) any use or occupation of the District Property; (3) any act of negligence, whether of omission or commission, of the undersigned or any of its officers, directors, agents, servants, employees, contractors, subcontractors, or any other person acting on behalf of the undersigned; (4) any damage to the property of the undersigned which may arise in connection with the District’s operation and maintenance of said District Property; (5) any accident, injury, or damage whatsoever caused to any person, firm, corporation, or property. This indemnification extends to and includes any an all claims for bodily injury, death, sickness, disease, property damage or destruction, consequential damage, or economic loss caused to or suffered by any person or property, including, but not limited to the undersigned, and any officers, directors, agents, servants, employees, contractors, subcontractors, or any other person acting on behalf of the undersigned, or any other person or entity. In case of any action or proceeding brought against the District by reason of any such claim the undersigned, upon notice from the District, agrees to defend the action or proceedings by counsel acceptable to the District at the cost of the undersigned. **THE PROVISIONS OF THIS RELEASE AND INDEMNIFICATION SHALL REMAIN AND BE IN FULL FORCE AND EFFECT EVEN IF ANY CLAIM, DEMAND, LOSS, LIABILITY, DAMAGE, OR EXPENSE, OR CLAIM THEREFOR, BY ANY PERSON OR ENTITY, DIRECTLY OR INDIRECTLY RESULTS FROM, ARISES OUT OF, OR RELATES TO, OR IS ASSERTED TO HAVE RESULTED FROM, ARISEN OUT OF, OR BE RELATED TO, IN WHOLE OR IN PART, ONE OR MORE NEGLIGENT ACTS OR OMISSIONS OF THE DISTRICT, OR ANY OF THE DISTRICT’S OFFICERS, DIRECTORS, AGENTS, SERVANTS, EMPLOYEES, OR ANY OTHER PERSON OR ENTITY ACTING ON BEHALF OF THE DISTRICT, THE PARTIES INTENDING HEREBY TO SATISFY THE EXPRESS NEGLIGENCE DOCTRINE.** This indemnification shall survive termination or expiration of this Permit.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
STREET ADDRESS

\_\_\_\_\_  
DATE

\_\_\_\_\_  
CITY/STATE/ZIP

\_\_\_\_\_  
PHONE NUMBER