

## WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

This Waiver of Liability, Assumption of the Risks and Indemnity Agreement (“Release”) is executed by \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 2023. The Release is in favor of DHA, Housing Solutions for North Texas, a body corporate and politic of the State of Texas, its officers, employees, board members, affiliate entities and agents (collectively referred to as “DHA”).

Service Provider: \_\_\_\_\_

Representative: \_\_\_\_\_

Address: \_\_\_\_\_

Program Description: \_\_\_\_\_

Term: Beginning at \_\_\_\_\_ on \_\_\_\_\_ and ending at \_\_\_\_\_ on \_\_\_\_\_. Services to be provided at DHA’s \_\_\_\_\_.

I, or my Organization, desire to conduct the program as identified in Program Description above on a DHA owned or DHA affiliate owned property, and therefore do hereby freely, voluntarily, intentionally, and unconditionally execute this Release under the following terms:

1. **Waiver:** IN CONSIDERATION OF DHA’S PERMISSION IN ALLOWING US TO PROVIDE SERVICES ON DHA PROPERTY, WE DO HEREBY FULLY, COMPLETELY, AND UNCONDITIONALLY RELEASE AND FOREVER DISCHARGE, INDEMNIFY, AND HOLD HARMLESS DHA, ITS SUCCESSORS AND ASSIGNS, FROM ANY AND ALL LIABILITIES, CLAIMS, DEMANDS, CAUSES OF ACTION, SUITS, DAMAGES, COSTS, EXPENSES, INTEREST, AND ATTORNEY FEES, BECAUSE OF MY/OUR NEGLIGENCE OR GROSS NEGLIGENCE THAT MAY ARISE DIRECTLY OR INDIRECTLY FROM, OR IN CONNECTION WITH, MY/OUR CONDUCT OF SERVICE. I UNDERSTAND AND ACKNOWLEDGE THAT THE EXECUTION OF THIS RELEASE DISCHARGES AND WILL FOREVER DISCHARGE DHA FROM ANY AND ALL LIABILITIES, DAMAGES, DEMANDS, CAUSES OF ACTION, EXPENSES, ATTORNEY FEES OR CLAIMS WHATSOEVER THAT I MAY HAVE AGAINST DHA FOR NEGLIGENCE OR GROSS NEGLIGENCE WITH RESPECT TO ANY BODILY INJURY, ILLNESS, MENTAL ILLNESS, MENTAL DISTRESS, DEATH AND/OR REAL OR PERSONAL PROPERTY DAMAGE WHICH MAY RESULT DIRECTLY OR INDIRECTLY FROM MY/OUR PROGRAM.
  
2. **INDEMNIFICATION AND HOLD HARMLESS:** I ALSO AGREE, TO THE EXTENT PERMITTED BY LAW, TO DEFEND, INDEMNIFY AND HOLD DHA, ITS COMMISSIONERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, ATTORNEYS, CONSULTANTS, AND VOLUNTEERS HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, FINES, PENALTIES, COSTS, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEY’S FEES, “DAMAGES” FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE, INJURY TO OR DESTRUCTION OF TANGIBLE PROPERTY, FAILURE TO COMPLY WITH GOVERNMENTAL LAWS OR REGULATIONS, OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS THAT MAY ARISE OUT OF OR BE OCCASIONED BY MY ACTIONS, OR BY ANY ACT OR OMISSION, MY OFFICERS,

**AGENTS, EMPLOYEES OR SUBCONTRACTORS, SUCH OBLIGATION SHALL NOT BE CONSTRUED TO NEGATE, ABRIDGE, OR OTHERWISE REDUCE ANY OTHER RIGHT OR OBLIGATION OF INDEMNITY WHICH WOULD OTHERWISE EXIST AS TO ANY PARTY OR PERSON DESCRIBED IN THIS SECTION. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. I FURTHER AGREE TO REIMBURSE DHA FOR ANY SUCH EXPENSES INCURRED AS A RESULT OF MY ACTIONS**

3. I expressly understand and agree that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Texas. I agree that if any portion of this Waiver is held invalid, the remaining Release shall continue in full force and effect. I acknowledge that I have signed this document of my own free will.
4. I understand and agree that this is the final, complete and only agreement between me and DHA.
5. Read and Understood: I, before signing this Release, state that I have carefully read each and every paragraph of this Release, understand each and every paragraph and I have the authority to sign this release on behalf of \_\_\_\_\_. I choose to sign this Release as written without modification.

**SERVICE PROVIDER:** \_\_\_\_\_

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_