

RELEASE AND INDEMNIFICATION AGREEMENT

RELEASE

A. _____ AGREES TO AND SHALL RELEASE THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") FROM ALL LIABILITY FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO CITY OF HOUSTON PROJECT NO. _____, ROOF REPAIR OF HANGARS AT ELLINGTON AIRPORT, EVEN IF THE INJURY, DEATH, DAMAGE, OR LOSS IS CAUSED BY THE CITY'S SOLE OR CONCURRENT NEGLIGENCE AND/OR THE CITY'S STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY.

B. **INDEMNIFICATION**

_____ AGREES TO AND SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") HARMLESS FOR ALL CLAIMS, CAUSES OF ACTION, LIABILITIES, FINES, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS AND INTEREST) FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO CITY OF HOUSTON PROJECT NO. _____, ROOF REPAIR OF HANGARS AT ELLINGTON AIRPORT, INCLUDING, WITHOUT LIMITATION, THOSE CAUSED BY:

1. _____'S AND/OR HIS/HER AGENTS', EMPLOYEES', OFFICERS' JOINT VENTURE PARTNERS', DIRECTORS' CONTRACTORS' OR SUBCONTRACTORS' (COLLECTIVELY IN NUMBERED PARAGRAPHS 1-3, "CONCESSIONAIRE") ACTUAL OR ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS;
2. THE CITY'S ACTUAL OR ALLEGED SOLE OR CONCURRENT NEGLIGENCE, WHETHER _____ IS IMMUNE FROM LIABILITY OR NOT; AND
3. THE CITY'S AND _____'S ACTUAL OR ALLEGED STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY, WHETHER _____ IS IMMUNE FROM LIABILITY OR NOT.

_____ SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY HARMLESS FOR THE DURATION OF PROJECT NO. _____ AND FOR FOUR YEARS AFTER SUBSTANTIAL COMPLETION OF PROJECT NO. _____.

ACCEPTED AND AGREED:

Name: _____
Tenant of Hangar No. _____

BEFORE ME, the undersigned authority on this day personally appeared _____, tenant of Hangar No. _____ at Ellington Airport, who executed the foregoing Release and Indemnification Agreement by his/her own act and free will.

SWORN TO AND SUBSCRIBED BEFORE ME this ____ day of _____, 2009.

(seal)

Notary Public, State of Texas

My commission expires:
