



KURTH LAKE RELEASE AND INDEMNITY AGREEMENT

In consideration of the permission granted by The City of Lufkin to engage in recreation on Kurth Lake (the "Premises"), I agree:

1. I have received a copy, read and will comply with the attached Guidelines for use of the Premises.
2. The City of Lufkin assumes no liability or responsibility in connection with the condition, safety or use of the Premises.
3. I assume full responsibility to inspect the Premises for my own safety, and the safety of my spouse, children and grandchildren under 18 years of age, and accept the Premises "as is" and in its present condition.
4. I will FULLY AND COMPLETELY RELEASE, INDEMNIFY, HOLD HARMLESS AND DEFEND The City of Lufkin and its affiliates, subsidiaries, officers, directors, employees, dealers, distributors and agents (the "Released Parties") from ANY AND ALL CLAIMS, DEMANDS, LIABILITIES, LOSSES, COSTS, EXPENSES, CAUSES OF ACTION and DAMAGES of any kind (including claims for personal injury and property damage) ("Claims") AGAINST ANY RELEASED PARTY arising out of my use of the premises, and the use of the premises by my spouse, children and grandchildren under 18 years of age, REGARDLESS OF WHETHER IT IS ALLEGED OR PROVEN THAT SUCH CLAIMS ARE CAUSED, IN WHOLE OR PART, BY THE SOLE, CONCURRENT OR JOINT NEGLIGENCE, FAULT, CONDUCT, ACTS OR OMISSIONS, OR STRICT LIABILITY OF THE RELEASED PARTIES.
5. THIS RELEASE AND HOLD HARMLESS AGREEMENT SHALL BE GOVERNED BY TEXAS LAW.
6. I have read this Release Indemnity Agreement and fully understand it; I am not relying on any statements or representations of any of the Released Parties.

Signed _____ Date _____

Spouse _____ Date _____

Witness _____ Date _____

KEY ISSUED _____

GUIDELINES ISSUED _____

FISHING PERMIT ISSUED _____

PARKING PASS ISSUED _____