**STATE OF TEXAS §**

1

**HIDALGO COUNTY §**

**RELEASE, ASSUMPTION OF RISK, INDEMNIFICATION
AND HOLD HARMLESS**

I/We, (“Hauler”) in consideration of Hidalgo County Drainage

District No. 1 (“District”) allowing Hauler to enter upon the property of County to load and haul surplus excavated soil in Hauler’s vehicle off the property of County(the “Transaction”) agree to the following:

1. **RELEASE:** Hauler for himself, his heirs, personal representatives and assigns, does hereby **release, waive, discharge and covenant not to sue** Hidalgo County Drainage District No. 1, Texas, its elected officials, officers, employees and agents, from liability from any and all claims including the negligence of Hidalgo County Drainage District No. 1, their officers, employees, and agents, resulting in personal injury, accidents or illnesses (including death), and property loss arising from, but not limited to, arising out of involving the Transaction, and/or events herein described;
2. **ASSUMPTION OF RISKS.** Participation by Hauler carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. Risks range from minor injuries such as scratches, bruises, and sprains to catastrophic injuries including paralysis and death, also there may be disease, illness and/or infection acquired through the Transaction;

Hauler acknowledges Hauler has read the previous paragraph and Hauler, understands and appreciates these and other risks that are inherent to entering upon property of Hidalgo County Drainage District No. 1. Hauler hereby asserts that Hauler’s participation is voluntary and that Hauler knowingly assumes all such risks; and

1. **INDEMNIFICATION AND HOLD HARMLESS:** Hauler agrees to INDEMNIFY AND HOLD Hidalgo County Drainage District No. 1, its elected officials, officers, employees and agents HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney’s fees brought as a result of my involvement in participation in the Transaction and Hauler will reimburse District for any such expense incurred by District.

Hauler further expressly agrees that the foregoing waiver, assumption of the risks, and indemnification agreement is intended to be as broad and inclusive as is permitted by the

laws of the State of Texas and that if any portion thereof is held invalid, it is agreed that the balance shall notwithstanding continue in full legal force and effect.

2

**ACKNOWLEDGMENT OF UNDERSTANDING:** Hauler has read this waiver of liability, assumption of risk, and indemnity agreement, fully understands the terms, and understands that Hauler is giving up substantial rights, including Hauler’s right to sue. Hauler acknowledges that Hauler is signing this agreement freely and voluntarily, and intends by Hauler’s signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

Executed this day of , 2022.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Hauler Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name of Hauler