

# Krum Meet & Greet

## Organization/Business Guidelines

- ✓ Must be a City of Krum Organization or Business.
- ✓ Registration ends 5:00 p.m., September 15, 2023.
- ✓ No merchandise or products are allowed to be sold at this event. Participants are encouraged to provide informative information, business cards, samples, or demonstrations to citizens regarding their organization, volunteer opportunities, and or business.
- ✓ Booths will measure 10'x10'. Organizational signage should be displayed for easy identification.
- ✓ Always obtain permission before adding attendees to any mailing lists or databases.
- ✓ Gates will be open approximately one hour before and after the event to facilitate setup and cleanup. Follow any instructions or guidelines provided by the event organizers regarding setup, timing, and other logistical matters. Participants must provide their own booth supplies (i.e., table, chairs).
- ✓ The venue is generally considered to be family-friendly. Therefore, profane, vulgar, explicit, pornographic, and/or other activities, language, and/or imagery generally considered over "PG-13" are not allowed. The event host(s) reserves the right to remove anyone acting inappropriately or contrary to Lessor's conduct requirements of any/all guests.
- ✓ The venue's social media presence and reputation is also considered family-friendly. Any posts online intended to promote or recount an event at 50 West that uses the venue's name, logo, or images must generally be free of profanity, vulgarity, and imagery considered over "PG-13."
- ✓ Fighting, gambling, and/or wagering is not permitted.
- ✓ No smoking or vaping anywhere in the complex and/or its facilities.
- ✓ No unaccompanied children under the age of 18 are allowed.

- ✓ No power is available, and generators are not allowed.
- ✓ Clean up trash around the booth.
- ✓ Must stay open until 6 p.m. unless directed otherwise by the event manager or an emergency.

## WAIVER AND RELEASE OF CLAIMS

THAT I, the undersigned \_\_\_\_\_ (hereinafter referred to as "Releasor") for and in consideration of participating in the City of Krum's Meet & Greet ("Program") in the City of Krum ("City") do hereby execute this **"WAIVER OF LIABILITY, RELEASE AND HOLD HARMLESS AGREEMENT."**

Releasor understands that the City does not assume any liability for personal injury (including death) and/or property loss or damage that may occur during the Program. Releasor hereby agrees to assume any and all risks attendant to participation in the Program and releases, discharges and relinquishes all claims, debts, demands, or causes of action that it may have against City, its governing body, officers and employees that may arise as a result of the Program or Releasor's participation in the Program. Releasor agrees to indemnify City against all liabilities, judgments, costs, damages, and expenses that may be charged to or recovered from City on account of damage to the property of City or the property of, injury to or death of any person, arising from the Program, including acts of its agents, contractors, and subcontractors of the City. Any final judgment rendered against City for any cause for which Releasor is liable shall be conclusive against Releasor as to liability and amount.

Releasor specifically agrees to release and hold harmless the City for any and all claims by Releasor, which may result from the Program. Releasor does hereby waive all claims, release, defend, and hold harmless the City, officials, agents, and employees, in both their private and public capacities, from any and all liability, claims, suits, demands, or causes of action which may arise from the above-described activity.

It is further agreed that the execution of this **"WAIVER OF LIABILITY, RELEASE AND HOLD HARMLESS AGREEMENT"** will not constitute a waiver by the City of the defense of governmental immunity where applicable, or any other defense recognized by the courts of the State of Texas.

I certify that I have read the foregoing instrument, that I understand its terms and conditions, that I make this waiver and release voluntarily, and that I have not relied upon any representation made by the City of Krum, its officers, agents, or employees in signing this waiver and release of claims.

\_\_\_\_\_  
Participant Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

**RELEASE OF LIABILITY; WAIVER OF CLAIMS**

I \_\_\_\_\_ *[entity/name]*,  
of \_\_\_\_\_ *[address]*,

City of \_\_\_\_\_, County of \_\_\_\_\_, State of \_\_\_\_\_,  
hereafter referred to as Releasor, individually, in all representative capacities, and on behalf of his/her minor child or children (as applicable), Releasor's representatives, agents, contractors and/or guests, executes this Release as follows. This Release is signed by Releasor as a condition precedent for, and in consideration for, access to, entrance upon, and/or use of the Real Property the structures, buildings, outbuildings, personal property, facilities and/or equipment located thereon. The Real Property is described generally as 50 West McCart, an entertainment venue (herein, the "Real Property"), owned and/or operated by 102 W. McCart, A Protected Series of 633 LLC, A Texas Series Limited Liability Company or its affiliated entities. All such activities, conduct, access and uses are collectively referred to herein as the "Event" or "Activity".

Releasor releases, discharges, holds harmless, covenants not to sue, and waives all claims against 102 W. McCart, A Protected Series of 633 LLC, A Texas Series Limited Liability Company and/or its affiliated entities and/or any other owners or occupiers of the Real Property, and the respective agents, representatives, assigns, owners and managers of each (the "Releasees") of and from any and all liability, claims, loss, damage, injury (including death) or other responsibility relating in any manner to the Releasor's access to, entrance upon, and/or use of the Real Property and/or Releasor's participation in or involvement with the Event or Activity conducted at or upon such Real Property. Further, Releasor agrees and confesses that Releasees have and are providing no goods or services relating to the Real Property, Event or Activity, beyond the access, entrance and use thereof.

**RELEASOR RELEASES RELEASEES OF AND FROM, AND SHALL FULLY PROTECT, INDEMNIFY AND DEFEND RELEASEES AND HOLD THEM HARMLESS FROM: (i) ANY AND ALL CLAIMS RELATING TO, ARISING OUT OF, RELATED TO, OR CONNECTED, DIRECTLY OR INDIRECTLY, WITH THE EVENT OR ACTIVITY AND/OR ENTRANCE, ACCESS TO OR UPON OR USE OF THE REAL PROPERTY; (ii) ANY CLAIM RELATING TO INJURY OR DEATH OF ANY PERSON OR PERSONS WHOMSOEVER AND/OR DAMAGE TO OR LOSS OF ANY PROPERTY OR RESOURCE AS A RESULT OF THE RELEASOR'S PARTICIPATION IN THE EVENT OR ACTIVITY AND/OR ACCESS TO OR ENTRANCE UPON OR USE OF THE REAL PROPERTY; AND (iii) ANY AND ALL CLAIMS RELATED TO OR INVOLVING THE EVENT OR ACTIVITY OR USE OF THE REAL PROPERTY. ANY AND ALL SUCH CLAIMS ARE WAIVED AND RELEASED BY RELEASOR. THE PROVISIONS OF THIS DOCUMENT SHALL BE APPLICABLE WHETHER OR NOT THE LOSSES, COSTS, EXPENSES, INJURY (INCLUDING DEATH) AND/OR DAMAGES IN QUESTION AROSE SOLELY OR IN PART FROM THE GROSS, ACTIVE, PASSIVE OR CONCURRENT NEGLIGENCE OR OTHER FAULT OF RELEASEE. RELEASOR AND RELEASEE ACKNOWLEDGE AND STIPULATE THAT THIS STATEMENT COMPLIES WITH THE EXPRESS NEGLIGENCE RULE AND IS CONSPICUOUS. IF CONSTRUCTION OF THIS DOCUMENT IS CALLED INTO QUESTION, THIS PARAGRAPH SHALL CONTROL OVER THE**

**CONFLICTING PARTS OF THIS DOCUMENT.**

Releasor expressly agrees that this release, waiver, and indemnity agreement is intended to be as broad and inclusive as permitted by the laws of the State of Texas, and that if any portion of the agreement is held invalid the balance shall continue in full legal force and effect.

Releasor states that Releasor has carefully read the above release and knows the contents of the release and signs this release as Releasor's own free act and deed. This Release contains the entire agreement between the parties regarding the subject matter herein expressed, and that the terms of this release are contractual and not merely recitals. Releasor acknowledges that but for Releasor's execution of this Release, Releasor would not be allowed to access the Real Property and/or allowed to participate in the Event or Activity. This document is revocable only in writing, and such revocation is effective only if delivered to, and received by, Releasee 72 hours prior to Releasor's entrance upon, access to, or use of the Real Property. This Agreement is binding on, and inures to the benefit of, all of the parties' respective officers, managers, contractors, subcontractors, employees, agents, promoters, sponsors, heirs, personal representatives, legal representatives, assigns, transferees, heirs, next of kin, companions, minor children, and related and affiliated parties. Releasor acknowledges that the Real Property has facilities and historical uses that may present inherently dangerous forces of nature and/or conditions that can cause injury, death or damage beyond the control of Releasees. Releasor assumes all risks of any kind relating to and/or arising out of Releasor's use of, entrance upon or access to the Real Property and/or involvement in or with the Events and Activity.

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**Releasor Name/Entity Name**

**By:** \_\_\_\_\_  
**Signature/Title**

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**Name of minor child/ren**

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**Date**

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**Last 3 numbers of Driver's license  
and state of issuance**

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**Last 3 numbers of social security number**

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**Telephone number and email address**