

WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

In consideration of being permitted to use property of the City of Guymon (the Property) on the dates and between the times and for the uses all as stated in Exhibit 1, attached, the undersigned agrees as follows:

1. **PAYMENT.** As consideration for the use of the property, the undersigned shall pay Guymon in advance the sum of \$ _____. If there is additional consideration payable to Guymon by the undersigned it shall be described and payable as stated in Exhibit 1.

2. **DAMAGES.** The undersigned agrees to pay Guymon the expense of repairing any damages or cleanup expense in connection with the undersigned's use of the Property.

3. **INSURANCE.** The undersigned will provide Guymon with evidence of liability insurance in an amount of not less than \$ _____ covering its use of the Property.

4. **INDEMNITY.** The undersigned agrees to indemnify, save and hold harmless Guymon from all damages, claims or demands of any person or persons by reason of the undersigned's use of the Property.

5. **CONDUCT.** The undersigned agrees it will not allow any unlawful, improper or offensive use of the Property.

6. **INSPECTION.** The undersigned has inspected the Property and agrees the same is in good condition and will return the Property to Guymon in as clean and good a condition as the Property was prior to use of the undersigned.

This Agreement is executed this _____, 20____.
