

## **RELEASE AND HOLD HARMLESS AGREEMENT**

This Agreement is made between the City of Grand Rapids (hereinafter referred to as “City”) and ITASCA COUNTY FAIRGROUNDS BOARD).

### **RECITALS**

Whereas, the City is in possession of old engine 116 truck which is deemed not safe to drive as the frame suffered significant structural frame damage.

Whereas, the truck is not safe to drive with the broken frame rails.

NOW, THEREFORE, City and Itasca County Fairgrounds Board agree as follows:

### **AGREEMENT**

1. City agrees to donate old engine 116 truck to the Itasca County Fairgrounds Board so they can use it to water the fairground dirt areas.
2. City grants to Itasca County Fairgrounds Board,
3. Itasca County Fairgrounds Board assumes all risk of injury or damage to persons or property arising out of or related to old engine 116.
4. It is understood and agreed that City assumes no risk and shall be under no obligation or liability whatsoever if Itasca County Fairgrounds Board, their agents or contractors are injured in any manner. Itasca County Fairgrounds Board hereby agrees to release, discharge, protect, indemnify, defend, save and hold City harmless from and against any and all liability, claims, demands, suits, actions, expenses, recoveries, judgments, costs, losses, damages or injuries of any kind whatsoever arising out of or related to the removal and use of the old engine 116 truck, including without limitation any expenses, costs and reasonable attorney fees incurred in connection therewith. (This paragraph shall survive termination of this agreement.)

**CITY OF GRAND RAPIDS**

Dated: \_\_\_\_\_, 2022

By: \_\_\_\_\_  
Tom Pagel, City Administrator

Dated: \_\_\_\_\_, 2022

\_\_\_\_\_  
Itasca County Fairgrounds Board