

**Release of Liability Agreement  
The City of Rollingwood, Texas**

**Project:** Curb cut at 4 Randolph Place to Mitigate Standing and Stagnant Water, as further described and identified on the attached Exhibit "A" (this should include any plans and photos of before and after).

**Property Owner:** Andy Hollon and Tiger By The Tail Trust

**RECITALS**

**WHEREAS**, the Property Owner has requested permission install a curb cut to alleviate pooling of stormwater in the street; and

**WHEREAS**, the City is agreeable to such action for public health, safety and welfare of its citizens for the purposes of making modifications to the public stormwater utility infrastructure; and

**WHEREAS**, the Property Owner enters into this "Agreement" with the City hereby granting permission make changes to public infrastructure to perform a curb cut inlet at the location of the stagnant water shown in Exhibit A, and work within the City right-of way behind the location where the curb cut is to be performed on the property of Property Owner.

**NOW THEREFORE**, in consideration of the covenants contained herein, and/or other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Property Owner hereby agrees to the following:

**I hereby release the City of Rollingwood, its elected officials, officers, employees and representatives, in their individual and official capacities, from any liability to me, my personal representatives, estate, heirs, next of kin, and assigns for any and all claims and causes of action for loss of or damage to my property and for any and all illness or injury to my person, including my death, that may result from or occur as a result of performance of this Agreement and the work identified herein, WHETHER CAUSED BY NEGLIGENCE OF THE CITY, ITS GOVERNING BOARD, OFFICERS, EMPLOYEES, OR REPRESENTATIVES, OR OTHERWISE.**

I further agree to indemnify and hold harmless the City of Rollingwood, its elected officials, officers, employees, and representatives, in their individual and official capacities, from liability for the injury or death of any person(s) and damage to property that may result from my negligent or intentional act or omission related to the performance of this Agreement and the work identified herein.

**I HAVE CAREFULLY READ THIS AGREEMENT AND UNDERSTAND IT TO BE A RELEASE OF ALL CLAIMS AND CAUSES OF ACTION FOR MY INJURY OR DEATH OR DAMAGE TO MY PROPERTY THAT OCCURS IN THE PERFORMANCE OF THIS AGREEMENT AND THE WORK IDENTIFIED HEREIN AND IT OBLIGATES ME TO INDEMNIFY THE PARTIES NAMED FOR ANY LIABILITY FOR INJURY OR DEATH**

**OF ANY PERSON AND DAMAGE TO PROPERTY CAUSED BY MY NEGLIGENT OR INTENTIONAL ACT OR OMISSION.**

Venue for any dispute or cause of action arising hereunder shall be Travis County, Texas.

Agreed upon this \_\_\_\_\_ day of \_\_\_\_\_ 2021.

**CITY OF ROLLINGWOOD, TEXAS**

**PROPERTY OWNER/ TRUSTEE**

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

**EXHIBIT A**



