

**MUTUAL RELEASE OF LIABILITY AND HOLD HARMLESS AGREEMENT
BETWEEN THE CITY OF SWEENY AND BENJI'S ANIMAL ADOPTION BARN (BAAB)**

This **Mutual Release of Liability and Hold Harmless Agreement** ("Agreement") is made and entered into this ____ day of _____, 2025, by and between:

The City of Sweeny, a Home Rule municipal corporation located at 102 W. Ashley Wilson Rd, Sweeny, Texas 77480 (hereinafter referred to as the "City"),
and

Benji's Animal Adoption Barn (BAAB), a Texas non-profit organization, acting through its Board Members and volunteers (hereinafter collectively referred to as "BAAB").

1. Purpose

This Agreement affirms that the City and BAAB will work cooperatively under the Memorandum of Understanding (MOU) to support animal welfare services, and that **neither party shall hold the other liable** for claims, injuries, or damages arising out of activities performed in good faith pursuant to that collaboration—except in cases involving gross negligence, willful misconduct, or illegal conduct.

2. Mutual Release

The **City of Sweeny** hereby releases and agrees to hold harmless **BAAB**, its Board Members, officers, agents, and volunteers, from any and all claims, liabilities, or causes of action related to:

- BAAB's support activities under the MOU, including provision of supplies, veterinary services, adoption promotion, or transportation assistance;
- BAAB's use of volunteers or third-party vendors in connection with those services.

Likewise, **BAAB**, by and through its Board Members, hereby releases and agrees to hold harmless **the City of Sweeny**, its elected officials, employees, agents, and representatives, from any and all claims, liabilities, or causes of action related to:

- The City's operation of Benji's Animal Barn and its custody and control of animals;
- Any logistical or procedural actions taken by the City in connection with animals or support services covered by the MOU.

3. Limitation – Exceptions

This mutual release **does not apply to any claim or liability arising from:**

- Gross negligence;
- Willful misconduct;

- Violation of applicable law by either party or their respective agents or representatives.

4. Acknowledgment of Independent Roles

Each party affirms that:

- The City is solely responsible for animal custody, shelter operations, and legal compliance;
- BAAB is a supporting non-profit acting independently to provide assistance and services without assuming operational control or legal responsibility for City facilities.

5. No Waiver of Governmental Immunity

Nothing in this Agreement shall be construed to waive or limit any governmental immunity, defense, or protection available to the City under the laws of the State of Texas.

6. Term

This Agreement shall be effective on the date of final signature and shall remain in effect for the duration of the MOU between the parties, unless earlier terminated in writing.

7. Governing Law

This Agreement shall be governed by and construed under the laws of the State of Texas. Venue for any legal action shall be in Brazoria County, Texas.

8. Entire Agreement

This Agreement represents the full understanding between the parties as it relates to liability and supersedes any prior written or oral understandings concerning this topic.

9. Signatures

IN WITNESS WHEREOF, the parties have executed this Mutual Release of Liability and Hold Harmless Agreement as of the dates indicated below.

CITY OF SWEENY

By: _____

Name: _____

Title: _____

Date: _____

BENJI'S ANIMAL ADOPTION BARN (BAAB)

By: _____

Name: _____

Title: _____

Date: _____