



RANSHAW HOUSE
WAIVER OF LIABILITY AND INDEMNIFICATION AGREEMENT

The City of North Liberty (the "City") is pleased to offer the use of the historic Ranshaw House at 515 Community Drive (referred to as the "Ranshaw House" or "Property" hereafter) to various social services and not-for-profit organizations in service of area residents. The City requires agencies occupying space in the Ranshaw House to assume any risks from doing so, and to indemnify the City against liability from that organization's use of the Property.

PLEASE READ THE FOLLOWING CAREFULLY. Use of the Ranshaw House by the undersigned (referred to as "Agency", hereafter, which expression shall include its employees, agents, successors and assigns) is conditioned upon the execution of this release and indemnification agreement by the Agency, and its compliance with such additional rules as may be set forth by City staff.

The Agency agrees to take reasonable precautions to avoid damage to the Ranshaw House resulting from its use of the Property, and to promptly pay for any damage which does occur. Failure to take such precautions or to reimburse for any and all resulting damages may result in the City's revocation of Agency's permission to use or occupy the Ranshaw House, in addition to seeking legal remedies for such damages.

In consideration of being provided access to and use of the Ranshaw House, the Agency does hereby waive, release and forever discharge the City of North Liberty, Iowa, its agents, employees, and elected officials from any and all claims, demands, injuries, actions or causes of action, for costs, expenses or damages to personal property, or personal injury, or death, which may result or arise from the Agency's use or occupation of the Ranshaw House, including but not limited to the negligence of the City and its agents, employees, and elected officials.

Agency further agrees to indemnify and hold harmless the City of North Liberty, its agents, employees, and elected officials from any loss, liability, damage or costs, including court costs and attorney's fees, incurred as a result of or arising from the Agency's use or occupation of the Ranshaw House, and/or the use or occupation of the Ranshaw House by Agency's clients, patrons, guests, and invitees, including but not limited to the negligence of the City and its , agents, employees, and elected officials..

The undersigned has read and fully understands this Waiver of Liability and Indemnification Agreement, has authority to bind the Agency to its terms, and does so by signing below.

Dated this ____ day of _____, 20__.

AGENCY: _____

By: _____
(signature)

Name: _____

Its: _____
(title)