



## Release and Waiver of Claims and Indemnification Agreement

Vendor's Name: \_\_\_\_\_

E-mail: \_\_\_\_\_ Phone: \_\_\_\_\_

The undersigned (Vendor) hereby agrees, to the fullest extent permitted by law, as follows:

a) **VENDOR** shall defend, indemnify, and hold harmless the City of Jacksonville (CITY) and the Jacksonville Arboretum & Botanical Gardens, Inc. (JABG) and it's officers, directors, partners, agents, members and employees (the Indemnified Parties) harmless from any and all claims liabilities, damages, costs, and expenses including attorneys' fees and costs, arising out of Vendor's use of the Arboretum or arising from any breach of this Agreement by the Vendor and in the event that any suit or action brought against the Indemnified Parties, Vendor shall, upon notice of the commencement thereof, defend the same at its sole cost and expense, and promptly satisfy any final judgement adverse to the Indemnified Parties. The Client's indemnification of Indemnified Parties shall include any loss or damage to persons or property consequent upon the use, misuse, or failure of any tools, equipment, machinery (hereby collectively referred to as "Items" used by the Vendor or any of its clients or subcontractors, even though the Items may be furnished or lent to the Vendor or any of its clients or subcontractors by Indemnified Parties or by other companies at the Site. Indemnified Parties makes no warranty, express or implied, with regard to the condition of the Items and make no warranty that the Items are fit for any particular purpose whatsoever. Client accepts the Items, site and Arboretum "AS IS". The Vendor's, or its client's and subcontractor's, acceptance or use of any Items shall be construed to mean that the Vendor accepts all responsibility for any claims for damages whatsoever resulting from the use, misuse, or failure of such Items whether such injury or damage be to its own employees or property, or to the employees or property of its client or, its subcontractors, Indemnified Parties, or otherwise.

b) **VENDOR** shall abide by, and conform with, rules and regulations of the Arboretum and comply with all applicable laws, rules and regulations of the CITY and JABG, and licenses, permits and any directives issued by any authorized official thereof.

**I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I MAY BE WAIVING CERTAIN LEGAL RIGHT, INCLUDING THE RIGHT TO SUE.**

Vendor's Signature: \_\_\_\_\_ Date: \_\_\_\_\_