

# WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

1. In consideration for receiving permission to access and investigate the property and facilities of the Shelby County Board of Education (the "Board of Education") in order to conduct any and all due diligence regarding the potential purchase of such property and facilities, the undersigned hereby RELEASES, WAIVES, DISCHARGES, AND COVENANTS NOT TO SUE the Board of Education, its board, officers, agents, servants, or employees (hereinafter referred to as RELEASEES) from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage (including damage to property), or injury, including death, that may be sustained by undersigned or its employees, agents, assigns and invitees, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES, or otherwise, while accessing, attending, investigating or working at the property and facilities of the Board of Education, or while in, on or upon the premises of any property of the Board of Education.
2. The undersigned VOLUNTARILY ASSUMES FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE, OR PERSONAL INJURY, INCLUDING DEATH, that may be sustained by the undersigned or its employees, agents, assigns, and invitees, or any loss or damage of property owned by the undersigned or its employees, agents, assigns, and invitees, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES OR OTHERWISE.
3. The undersigned further hereby AGREES TO DEFEND, INDEMNIFY, and otherwise HOLD HARMLESS the RELEASEES with regard to any loss, liability, damage, or costs, including court costs and attorney fees, that they may be incurred due to the undersigned's investigation and/or use of the facility, WHETHER CAUSE BY NEGLIGENCE OF RELEASEES or otherwise.
4. The undersigned understands that the Board of Education does not maintain any insurance policy, covering any circumstance arising from the undersigned's use of the property or facilities of the Board of Education. As such, the undersigned acknowledges that it is to carry the necessary insurance and provide the Board of Education with evidence of same. In the event necessary, the Board of Education may require the undersigned to list the Board of Education as an additional insured on the undersigned's commercial general liability insurance policy and provide evidence of such coverage.
5. It is the undersigned's express intent that this Waiver of Liability and Hold Harmless Agreement shall bind its successors and assigns and shall be deemed as a RELEASE, WAIVER, DISCHARGE, AND COVENANT NOT TO SUE the above-named RELEASEES. The undersigned hereby further agrees that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of Tennessee.
6. The undersigned hereby acknowledges that it is aware of the provision of Tennessee Code Annotated § 49-5-413 requiring the background check of any employee or subcontractor that works on school grounds at any time when students are present, and prohibiting any person with a history of the criminal offenses cited in the statute from working on a school campus during such times. The undersigned hereby certifies that it has, and will, at all times comply with the provisions of this statute while utilizing the property and facilities of the Board of Education.
7. The undersigned further expressly agrees that the foregoing waiver and hold harmless agreement is intended to be as broad and inclusive as is permitted by the law of the State of Tennessee and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.
8. IN SIGNING THIS RELEASE, THE UNDERSIGNED ACKNOWLEDGES AND REPRESENTS THAT the undersigned and/or its legal representatives has fully read the foregoing Waiver of Liability and Hold Harmless Agreement, understands it and signs it voluntarily as a free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; the undersigned is at least eighteen (18) years of age, fully competent and authorized to sign on behalf of its entity; and the undersigned executes this Release for full, adequate, and complete consideration fully intending to be bound by same.

SIGNED ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018

**UNDERSIGNED**

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company/Group/Organization Name

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Address

\_\_\_\_\_  
E-Mail Address