CITY OF CHEYENNE

RELEASE, INDEMNIFICATION, AND HOLD HARMLESS AGREEMENT

Pursuant to the Cheyenne City Code, Chapter 5.36 Circuses, Carnivals, and Amusement Rides, the undersigned agrees to indemnify and hold harmless the City of Cheyenne and its officers, agents, employees, volunteers, successors and assigns (hereinafter collectively referred to as “City) from any and all causes of action, claims, suits, costs, damages, and attorney’s fees which may be asserted against the City as a result of or in any way arising out of the use, operation or maintenance of any amusement ride on any land in the ownership or possession of the City of Cheyenne or which may be asserted against the City as a result of the undersigned’s presence or other activities conducted in or upon any City property for any purpose. The undersigned further waives and releases any and all claims, demands and causes of action which the undersigned may or could assert against the City arising out of the use, operation or maintenance of any amusement ride or from the undersigned’s presence or activities conducted in or upon any City property for any purpose. The undersigned further agrees to refrain from filing any claims, demands, complaints, suits or other legal or administrative complaints against the City. The undersigned acknowledges that this Release, Indemnification and Hold Harmless Agreement has the effect of relinquishing certain legal rights that the undersigned could or may otherwise assert against the City and that the undersigned is assuming financial risks and responsibilities to the City and to the general public. Further, the undersigned agrees generally to defend, indemnify and hold harmless the City from and against any and all costs, attorney’s fees, liabilities, judgments, damages and other expenses which the City may incur as a result of any of the undersigned’s activities under Chapter 5.36 of the City Code of the City of Cheyenne.

Dated: ____________________________

Name of Company

By: ________________________________

Printed Name of Authorized Representative

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Signature of Authorized Representative

STATE OF WYOMING )
) ss
COUNTY OF LARAMIE )

Subscribed and sworn before me this ___ day of ________________________, ________.

(Notary Public Seal)

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Notary Public