Exhibit B
COVENANT NOT TO SUE AND AGREEMENT TO HOLD HARMLESS

1. I, ____________________________,
[Print Name: First M.I. Last]

in consideration of the opportunity to participate in the City of College Station’s Adopt-A-Street Program, conducted in Brazos County, Texas, HEREBY RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE, AND AGREE TO HOLD HARMLESS for any and all purposes the City of College Station, its agents, officers, employees, volunteers and assigns (herein referred to as “RELEASEES”) FROM ANY AND ALL LIABILITIES, CLAIMS, DEMANDS, OR INJURY, INCLUDING DEATH, that may be sustained by me during, as a result of or arising from my participation in and/or access to the Adopt-A-Street Program, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

2. In the event that I use any property or equipment of the City of College Station, I HEREBY VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH, that may be sustained as a result of or arising from my use of said equipment or property, WHETHER SUCH LOSS, DAMAGE, OR INJURY IS CAUSED BY THE NEGLIGENCE OF RELEASEES OR OTHERWISE.

3. I am fully aware that there are inherent risks involved in my participation in the Adopt-A-Street Program which can result in serious physical injury, death, and/or damage to property. I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS, KNOWN OR UNKNOWN, OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH, that may be sustained as a result of or arising from my participation in and/or access to the Adopt- A-Street Program, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES OR OTHERWISE. I FURTHER AGREE TO HOLD HARMLESS THE RELEASEES FOR ANY LOSS, LIABILITY, DAMAGE OR COSTS, INCLUDING COURT COSTS AND ATTORNEY’S FEES, that may occur as a result of or arising from my participation in the Adopt-A-Street Program.

4. It is my express intent that this Covenant Not to Sue and Agreement to Hold Harmless shall bind the members of my family and spouse, if I am alive, and my heirs, assignees and personal representatives, if I am deceased, and shall be governed by the laws of the State of Texas.

5. In signing this Covenant Not to Sue and Agreement to Hold Harmless, I acknowledge and represent that I have read the foregoing Covenant Not to Sue and Agreement to Hold Harmless, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements apart from the foregoing agreement that has been reduced to writing have been made. I execute this document for full, adequate and complete consideration fully intending to be bound by the same, now and in the future.

SIGNED this _______ day of , 20__.

__________________________  ____________________________
Participating Group Name (print)  Participating Member Signature