



**DISCLOSURE STATEMENT
AND
RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT**

In consideration of the authorization of the City of Knoxville (the “City”) for _____ (“Event Organizer”) to use City property located at _____ (the “Property”) for a special event occurring on _____, 2019 (the “Event”), the Event Organizer does hereby agree to release, indemnify, and discharge the City as follows:

1. The Event Organizer acknowledges that an inflatable ride owned, rented, or otherwise under the control of the Event Organizer will be used during the Event.

2. The Event Organizer affirms that it will assemble, install, set up, maintain, and use the inflatable ride pursuant to all applicable instructions, including instructions from the manufacturer or owner (if rented) of the inflatable ride for the entire duration of the Event Organizer’s use of the Property.

3. The Event Organizer, on behalf of himself, herself, or itself, and its employees and volunteers, does hereby release and hold harmless the City and its employees, officers, agents, and assigns for personal injury, death, loss of income, property damage, or any and all damages to the Event Organizer, the Event Organizer’s members or participants, and the participants of the Event that may occur as a result of the Event Organizer’s transporting, assembling, installing, setting up, maintaining, and/or any other use of an inflatable ride on the Property or as a result of the negligence or omission of any party, including the City.

4. The Event Organizer will defend, indemnify, and hold harmless the City from and against any and all lawsuits, claims, liabilities, damages, losses, and expenses (including, but not limited to, court costs, reasonable attorneys’ fees, and costs of claim processing, investigation, and litigation) for losses to spectators, bystanders, employees, volunteers, or other persons caused in whole or in part by the acts, errors, or omissions of the Event Organizer’s activities in connection with inflatable rides on the Property or from the Event Organizer’s failure to use a due and reasonable standard of care and skill (“Indemnified Claim”), except where such injury, damage, or loss was caused by the sole negligence of the City.

5. The Event Organizer will save, indemnify, and hold the City harmless and pay judgments that will be rendered in any such actions, suits, claims, or demands against the City with respect to any Indemnified Claim.

EVENT ORGANIZER

By: _____

Date: _____

STATE OF TENNESSEE
COUNTY OF KNOX

Personally appeared before me, a Notary Public of said County, _____, the within named individual, who provided satisfactory evidence of his/her identity, and who acknowledged that he/she executed the within instrument for the purposes therein contained.

Witness my hand, at office, this _____ day of _____, 2019.

Notary Public

My commission expires: _____