

Release of Liability, Indemnification and Assumption of the Risk Agreement

Organization: _____

Name of Authorized Representative: _____

Participation Date: _____

In consideration for Texas State University permitting the Organization to provide food that is pre-packaged, prepared on site, and food that is prepared off-site in accordance with Texas Administrative Code, Section 229.661, otherwise known as the Cottage Food Law, the Organization is required to sign this Release of Liability, Indemnification and Assumption of the Risk Agreement. This document cannot be altered or modified by any verbal or written statements. Read it carefully and sign below.

Initial Food Laws: The Organization agrees to abide by all applicable federal, state and local laws and regulations concerning food production and food sales including the Cottage Food Law found in Texas Administrative Code, Section 229.661 and Health and Safety Code, Chapter 437.

Initial Releasees: The Board of Regents, The Texas State University System, Texas State University, and all regents, employees, agents, and officers for these entities.

Initial Assumption of Risks: The Organization is aware of the risks and hazards connected with providing food that is pre-packaged, prepared on site, and food that is prepared off-site to the public, and it elects to participate voluntarily and engage in providing food that is pre-packaged, prepared on site, and food that is prepared off-site knowing that food prepared improperly may be hazardous to consumers. The Organization voluntarily and expressly agrees and promises that it assumes full responsibility for any personal injury, including death, itself or others may sustain as a result of the Organization providing food that is pre-packaged, prepared on site, and food that is prepared off-site on University owned property, whether or not based on the negligence or other wrongful conduct of Releasees.

Initial **INDEMNIFICATION: THE ORGANIZATION ALSO AGREES TO INDEMNIFY AND HOLD HARMLESS THE RELEASEES FROM ANY AND ALL LOSS, LIABILITY, DAMAGE, OR COSTS OF ANY NATURE WHATSOEVER, INCLUDING COURT COSTS AND ATTORNEY'S FEES, THAT THEY MAY INCUR DUE TO THE ORGANIZATION PROVIDING FOOD THAT IS PRE-PACKAGED, PREPARED ON SITE, AND FOOD THAT IS PREPARED OFF-SITE TO THE PUBLIC, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES OR OTHERWISE. FOR EXAMPLE, THE ORGANIZATION SPECIFICALLY AGREES TO INDEMNIFY AND HOLD HARMLESS THE RELEASEES FROM LOSSES THEY MAY INCUR AS A RESULT OF THE ORGANIZATION'S SOLICITATION ON CAMPUS AND ITS INJURING ANOTHER PERSON OR DAMAGING ANOTHER PERSON'S PROPERTY THROUGH ITS SALE OF PRE-PACKAGED, PREPARED ON SITE, OR PREPARED OFF-SITE FOOD.**

