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.

_______ 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.
Release of Liability, Indemnification and Assumption of Risk Agreement, Cont’d

______ Release: In consideration for facilitating the Organization’s participation in providing food that is pre-packaged, prepared on site, and food that is prepared off-site to the public, the Organization releases, discharges, and agrees not to sue Releasees for any claims, demands, actions, and causes of action of any nature whatsoever including a claim of negligence, arising out of any loss or damage to property and any injury, including death, that the Organization’s members or others may sustain, whether or not caused by the negligence of the Releasees, from the sale or consumption of the Organization’s pre-packaged, prepared on site, or prepared off-site food.

______ Intent: The Organization intends this as a release, discharge, and promise not to sue to Releasees. The Organization further agrees that this Release of Liability, Indemnification and Assumption of Risk Agreement should be construed in accordance with the laws of the State of Texas.

______ Free Act: The Organization acknowledges that it has read and understands this Release of Liability, Indemnification and Assumption of the Risk Agreement and understands that it is legally binding.

This Agreement must be signed by a representative of the Organization that is of lawful age (18 years or older) and legally competent to sign this Agreement.

______________________________  ______________________________
Signature of Authorized Representative            Date

______________________________
Printed Name of Authorized Representative

______________________________  ______________________________
Title            Date