

USE AGREEMENT, WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

1. In consideration for use of display space made available by the Wagoner Economic Development Authority (WEDA), and for other valuable consideration, the undersigned hereby RELEASES, WAIVES, DISCHARGES AND CONVENANTS NOT TO SUE WEDA, its directors, officers, servants, agents, and employees (hereinafter referred to as RELEASEES) from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury to my displayed property, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES, or otherwise, related to the display.

2. The undersigned VOLUNTARILY ASSUMES FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE, that may be sustained by the undersigned, or any loss or damage to property owned by the undersigned, as a result of using the display space, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES or otherwise.

IN SIGNING THIS RELEASE, the undersigned ACKNOWLEDGES AND REPRESENTS THAT it has read the foregoing Waiver of Liability and Hold Harmless Agreement, understand its and sign it voluntarily as its own free act and deed; no oral representations, statements or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this Release for full, adequate and complete consideration fully intending to be bound by same.

IN WITNESS WHEREOF, I have hereunto set my hand on this ___ day of _____, 20__.

By:

Title: _____