

EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

**RELEASE, HOLD HARMLESS AND INDEMNITY
AGREEMENT FORM
FOR FACILITY USER
2024-2025**

1. IN CONSIDERATION OF the use of facilities, Hidalgo County Precinct 4 (Hereafter referred to as “user”) agrees that the hereinafter described facility the “user” in addition to the payment of the rental fees, shall indemnify and hold the Edinburg Consolidated Independent School District, their trustees, board of directors, officers, agents and employees, harmless against any and all claims, demands, damages, liabilities, actions, causes of action, suits, judgments and executions and costs, including attorneys fees, incurred or to be incurred by Edinburg Consolidated Independent School District which directly or indirectly results from, in whole or in part, or arise in connection with any NEGLIGENT ACT OR OMISSION, GROSS NEGLIGENCE OR INTENTIONAL ACT of “user” or/and NEGLIGENT ACT OR OMISSION of the Edinburg Consolidated Independent School District, or any of them, their agents, trustees, officers, or employees pertaining to the activities and use of the facilities and obligations arising thereof. In the event of such claim or action, Edinburg Consolidated Independent School District shall select its own attorney to represent it in any such claim or action.
2. In further consideration “user” agrees that nothing in this agreement is intended to be a waiver, release or relinquishment of any right to assert any of the defenses the Edinburg Consolidated Independent School District enjoys by virtue of the state or federal constitution, laws, rules or regulations, and sovereign, official or qualified immunity available to the Edinburg Consolidated Independent School District, as to any claim or action of any person, entity, or individual against the Edinburg Consolidated Independent School District.
3. In further consideration, “user” agrees to release, waive, acquit, relinquish, and forever discharge the Edinburg Consolidated Independent School District, or any of them, their agents, trustees, officers, or employees from any and all claims, demands, damages, liabilities, actions, causes of action, suits, judgments, and executions and costs, including attorney’s fees arising in connection with any NEGLIGENT ACT OR OMISSION, GROSS NEGLIGENCE OR INTENTIONAL ACT of “user” or any NEGLIGENT ACT OR OMISSION of the Edinburg Consolidated Independent School District, or any of them, their agents, trustees, officers, or employees pertaining to the activities and use of the facilities hereafter described and any obligations arising thereof.
4. The date(s) of use of the facility is: Thursday October 17, 2024
5. The user agrees to comply with all the requirements of School District Policy GKD (Local) and all other pertinent school policies.
6. “User” hereby signs this “RELEASE, HOLD HARMLESS AND IDEMNITY AGREEMENT FOR FACILITY USER” VOLUNTARILY, OF SOUND MIND AND MAJORITY, WITH FULL KNOWLEDGE AND UNDERSTANDING OF THE CONSEQUENCES OR AGREEING TO THE TERMS OF THIS DOCUMENT. “USER” FURTHER AGREES THAT IT HAS HAD THIS DOCUMENT REVIEWED BY AN ATTORNEY AND HAS NOT RELIED ON ANY STATEMENT OR REPRESENTATION, ORAL OR WRITTEN, OF THE EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT, ITS AGENTS, OFFICERS, DIRECTORS, TRUSTEES, OR EMPLOYEES FOR THE PURPOSE OF AGREEING TO THE TERMS OF THIS DOCUMENT.

7. The facilities to be used by "user" are described as follows: De Escandon Elementary, 1100 E. Trenton Rd, Edinburg TX 78542

Signed this 15 day of October, 20 24.

By "User"

Hidalgo County (Precinct 4)

Type Name of "User"

Signature of "User"

Date: _____

"User fee will include payment for Security Personnel from the Edinburg CISD Police Department.

Fee: _____

County of Hidalgo §

State of Texas §

Before me, _____, a notary public in and for the County of Hidalgo, State of Texas, on this day personally appeared _____, known to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purpose and consideration therein expressed. Given under my hand and seal this _____ day of _____, 20____.

NOTARY PUBLIC

APPROVED BY:

ATTEST:

Oscar Salinas, Director of Athletics

Arturo Guajardo, Jr., Hidalgo County

Dr. Mario Salinas, Superintendent of Schools

APPROVED AS TO FORM:
Office of Criminal District Attorney
Toribio "Terry" Palacios

Robert Vina, Assistant District Attorney

Note: Signature is needed only if facility requested is under athletics department.



EDINBURG
CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
DRAWER 990
EDINBURG, TEXAS 78540-0990
PHONE: (956) 289-2300 FAX: (956) 383-3576

ECISD
Request for use of Facilities

Name Velinda Reyes Phone # 956-383-3112
 Address 1051 N Doolittle Rd City Edinburg TX 78542

Organization Hidalgo County (Precinct 4)
 Insurance of Organization Montalvo Insurance Agency, Weslaco TX

Campus De Escandon Elementary, 1100 E Trenton Rd. Edinburg TX 78542
 Facility School gymnasium and parking area
 Purpose for use of facility Hidalgo Co Pct 4 will host a Public Involvement Mtg

of the proposed widening of E. Trenton Rd from I69C to FM 907 (Alamo Rd)

Date(s) to be used Thursday, Oct. 17, 2024
 Hour(s) to be used (ex: 2:00pm-5:00pm) 4 PM set up; Event start 5 pm/ Event close 7 pm

*Rental Fee (if applicable) \$ 0
 Number of custodians ECISD to provide at no cost
 Number of securities ECISD to provide at no cost

- *If rental fee is not applicable the user is responsible for:
1. Maintenance and clean-up of the facility.
 2. Damages and or vandalism
 3. Any other items listed by the principal/Dept. Head

Failure to comply with the responsibilities stated above will result in termination of the agreement.

(For Principal/Dept. Head use only)
 APPROVED _____
 DISAPPROVED _____

COMMENTS _____

Signature of Principal/Dept. Head _____