



## USE, LIABILITY AND INDEMNITY AGREEMENT

### I. PARTIES

This document constitutes an agreement ("Agreement") between Williamson County ("County") and the entity named herein below ("User") relating to the User's use of County's real property, as more fully described herein below.

### II. PURPOSE

County owns property known as the Twin Springs Preserve being located near adjacent residential subdivisions. The Twin Springs Preserve contains environmentally sensitive features. County needs to maintain fuel breaks within the Twin Springs Preserve, which adjoins residential spaces in order to remove dead fuels (hereinafter referred to as the "Project").

User is in need of training and certifying individuals in the use of chainsaws. In consideration for allowing User to use the County's Twin Springs Preserve for purposes of chainsaw training, User has agreed to perform the Project; and the County hereby agrees to permit User to use the Twin Springs Preserve for said limited purpose.

### III. LIABILITY AND INDEMNIFICATION

**USER, IN USING THE COUNTY'S TWIN SPRINGS PRESERVE DOES SO AT ITS OWN RISK. COUNTY SHALL NOT BE LIABLE FOR ANY DAMAGES TO PROPERTY OR DAMAGES ARISING FROM PERSONAL INJURIES SUSTAINED BY USER OR ANY OF ITS AGENTS, CONTRACTORS, EMPLOYEES, OR GUESTS, IN, ON OR ABOUT THE COUNTY'S TWIN SPRINGS PRESERVE, OR OF ANY OTHER PORTION OF THE COUNTY'S PROPERTY, INCLUDING BUILDINGS, PARKING AREA WALKWAYS OF THE COUNTY'S TWIN SPRINGS PRESERVE, UNLESS SUCH DAMAGE OR INJURY IS CAUSED BY THE COUNTY'S NEGLIGENCE OR WILLFUL MISCONDUCT. USER ASSUMES FULL RESPONSIBILITY FOR ANY PROPERTY DAMAGE OR INJURY WHICH MAY OCCUR TO USER, ITS AGENTS, CONTRACTORS, EMPLOYEES, OR GUESTS IN, ON OR ABOUT THE COUNTY'S TWIN SPRINGS PRESERVE OR OTHER PORTION OF THE COUNTY'S TWIN SPRINGS PRESERVE, UNLESS SUCH DAMAGE OR INJURY IS CAUSED BY THE COUNTY'S NEGLIGENCE OR WILLFUL MISCONDUCT.**

**USER SHALL CONDUCT ITS ACTIVITIES UPON THE COUNTY'S TWIN SPRINGS PRESERVE SO AS NOT TO ENDANGER ANY PERSON THEREON. IN CONSIDERATION OF COUNTY'S AGREEMENT TO ALLOW USER TO USE THE COUNTY'S PROPERTY, USER AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS COUNTY AND ITS RESPECTIVE OFFICIALS, OFFICERS, AGENTS, EMPLOYEES AND REPRESENTATIVES (COLLECTIVELY, THE "INDEMNIFIED PERSONS") FROM AND AGAINST ANY AND ALL LIABILITY, LOSSES, CLAIMS, DEMANDS, FINES, PENALTIES, COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES AND LITIGATION EXPENSES) TO WHICH ANY OF THE INDEMNIFIED PERSONS MAY BECOME SUBJECT BY REASON OF, OR IN ANY WAY RELATED TO, (A) THE USE OF THE COUNTY'S TWIN SPRINGS PRESERVE BY USER OR ITS AGENTS, CONTRACTORS, EMPLOYEES, OR GUESTS OR BREACHES OF APPLICABLE CODES, LAWS, RULES AND REGULATIONS BY THE USER OR ITS AGENTS, CONTRACTORS, EMPLOYEES, OR GUESTS, (B) ANY ACTION, OMISSION OR NEGLIGENCE, WHETHER IN WHOLE OR IN PART, OF THE USER OR ITS AGENTS, CONTRACTORS,**

EMPLOYEES, OR GUESTS. THE INDEMNIFIED PERSONS SHALL NOT BE LIABLE OR RESPONSIBLE FOR, AND THE USER HEREBY RELEASES AND FOREVER DISCHARGES THE INDEMNIFIED PERSONS FROM, ANY LOSS, DAMAGE OR INJURY TO ANY PERSON OR PROPERTY OF USER OR ITS AGENTS, CONTRACTORS, EMPLOYEES, OR GUESTS IN, ON OR AROUND THE COUNTY'S TWIN SPRINGS PRESERVE OR OTHER PORTION OF THE COUNTY'S PROPERTY RESULTING FROM ANY CAUSE WHATSOEVER, INCLUDING BUT NOT LIMITED TO THEFT AND VANDALISM. IN NO EVENT SHALL ANY INDEMNIFIED PERSONS BE LIABLE TO USER OR ITS AGENTS, CONTRACTORS, EMPLOYEES, , OR GUESTS FOR ANY CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES SUFFERED OR INCURRED BY USER OR ITS AGENTS, CONTRACTORS, EMPLOYEES, OR GUESTS AS A RESULT OF THE ACTIONS OR OMISSIONS OF ANY INDEMNIFIED PERSON.

User shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the User's use of the County's Twin Springs Preserve. User shall take all reasonable precautions for the safety of and shall provide all reasonable protection to prevent damage, injury or loss to User and/or its agents, contractors, employees, or guests, all other persons in, on or around the County's Twin Springs Preserve and all property in, on or around the County's Twin Springs Preserve, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities. User hereby agrees to obtain insurance with coverage limits acceptable to County and name County as an Additional Insured.

The terms of this Liability and Indemnification provision shall survive any termination of this Agreement.

#### IV. TERM OF AGREEMENT

The User shall be allowed to use the County's Twin Springs Preserve from **6:00 a.m. on December 13, 2023, until 5:00 p.m. on December 17, 2023.**

EXECUTED BY THE PARTIES TO BE EFFECTIVE AS OF THE DATE OF THE LAST PARTY'S EXECUTION BELOW:

**County:**

Williamson County  
710 Main Street, Suite 101  
Georgetown, TX 78626

Date: Dec 5, 2023 \_\_\_\_\_, 20<sup>Dec 5, 2023</sup> \_\_\_\_\_

By: Valerie Covey  
Bill Gravell, Jr.  
Williamson County Judge

**User:**

Team Rubicon, Inc.  
6171 W. Century Blvd.  
Suite 310  
Los Angeles, CA 90045

Date: Nov 28, 2023

By: Elizabeth I. Saunders

Printed Name: Elizabeth Saunders

Official Capacity: Operations  
Associate- South Texas