

PERMIT HOLDER releases CITY from any liability for PERMIT HOLDER's actions related to this Permit and from any liability related to the activities performed under their photography permit ("Project").

PERMIT HOLDER understands that they shall be responsible for insuring their own Property, Equipment, Autos, and Legal Liability. In no event shall CITY be required to maintain any insurance coverage for PERMIT HOLDER or held liable for the actions or injuries whether it be property or bodily injury as a result caused by PERMIT HOLDER.

**PERMIT HOLDER covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, CITY and the elected officials, employees, officers, directors, volunteers and representatives of CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death, property damage, and intellectual property right infringement made upon CITY directly or indirectly arising out of, resulting from or related to PERMIT HOLDER's Project, including any acts or omissions of PERMIT HOLDER, subjects of the Project, any agent, representative, employee or contractor of PERMIT HOLDER, and their respective officers, agents employees and representatives while in the exercise of the rights or performance of the duties related to the Project. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT PERMIT HOLDER AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.**

**The provisions of this INDEMNITY are solely for the benefit of CITY and PERMIT HOLDER and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. PERMIT HOLDER shall advise CITY in writing within 24 hours of any claim or demand against CITY or PERMIT HOLDER known to PERMIT HOLDER related to or arising out of PERMIT HOLDER'S activities under this photography permit and shall see to the investigation and defense of such claim or demand at PERMIT HOLDER's cost. CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving PERMIT HOLDER of any of its indemnification obligations.**

Defense Counsel - CITY shall have the right to select or to approve defense counsel to be retained by PERMIT HOLDER in fulfilling its obligation to defend and indemnify CITY, unless such right is expressly waived by CITY in writing. PERMIT HOLDER shall retain CITY-approved defense counsel within seven (7) business days of CITY's written notice that CITY is invoking its right to indemnification under this Agreement. If PERMIT HOLDER fails to retain counsel within such time period, CITY shall have the right to retain defense counsel on its own behalf, and PERMIT HOLDER shall be liable for all costs incurred by CITY. CITY shall

also have the right, at its option, to be represented by advisory counsel of its own selection and at its own expense, without waiving the foregoing.

Employee Litigation – In any and all claims against any party indemnified by any employee of PERMIT HOLDER, any contractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation provided shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for PERMIT HOLDER or any contractor under worker's compensation or other employee benefit acts.

Trademarked and Copyrighted Usage – PERMIT HOLDER agrees to obtain all necessary licenses and take all other necessary steps to insure that all use of trademarked and/or copyrighted materials in the Project complies with United States and any other applicable trademark and copyright law.

Trademark and Copyright Indemnification – **PERMIT HOLDER agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, at its own expense, CITY, its officials, agents and employees from any and all liability arising from intellectual property right infringement and/or consequential damages that others may suffer as a result of the use by PERMIT HOLDER of trademarked and/or copyrighted materials in the Project.**