

## THE CROSS FOUNDATION

### Waiver of Liability/Release Agreement

This Waiver of Liability and Hold Harmless Agreement made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_  
(month)  
between The Cross Foundation and \_\_\_\_\_, hereinafter "**ORGANIZATION**".  
(organization)  
whose address is \_\_\_\_\_.  
(address of organization)

In consideration of one (\$1.00) dollar and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. **ORGANIZATION** hereby agrees that all personal property placed upon and within The Cross Foundation shall remain the property of **ORGANIZATION**. **ORGANIZATION** knowingly, freely or voluntarily waives any right or cause of action, or any kind whatsoever, arising as a result of loss, theft or destruction of or damage to the personal property placed upon or brought onto The Cross Foundation by **ORGANIZATION** including but not limited to exhibits, special equipment, supplies, works of art or other materials from which any liability may or could accrue to The Cross Foundation, its officers, agents or employees. **ORGANIZATION** shall give the Cross Foundation or its agent, prompt written notice by certified mail of any occurrence, incident or accident occurring on or within The Cross Foundation facility. In the event any damages should occur to The Cross Foundation facility, **ORGANIZATION** shall promptly notify The Cross Foundation.

2. **ORGANIZATION** successors and assigns shall indemnify, defend and hold harmless The Cross Foundation, its successors and assigns, for any and all liability losses, payments, expenses, or damages The Cross Foundation may suffer as a result of claims, demands, costs, or judgments against The Cross Foundation arising, including any act or omission or negligence of **ORGANIZATION** its successors and assigns, agents and employees, arising out of **ORGANIZATION** use of The Cross Foundation facilities.

3. Should it become necessary for The Cross Foundation to incur any expenses or become obligated to pay any attorney's fees or court costs including the cost of appeal, associated with resisting, adjusting, or compromising any claims or demands arising out of the subject matter with respect to which this indemnification is provided or for purposes of enforcing this agreement, **ORGANIZATION** agrees to reimburse The Cross Foundation for such expenses, attorney's fees, or costs within a reasonable time, which shall in no event exceed thirty (30) days, after receiving written notice from The Cross Foundation of the incurring of such expenses, attorney's fees or costs.

4. **ORGANIZATION** hereby releases, acquits, satisfies and forever discharges The Cross Foundation of and from all manner of action and actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies,, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity, which **ORGANIZATION** ever had, now has, or which any successor, heir or assign of **ORGANIZATION** hereafter can, shall or may have, against The Cross Foundation for, upon or by reason of any matter, cause or thing whatsoever, from the beginning of the world to the day of these presents.

Signed

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\_\_\_\_\_ Date:

Witnessed in the presence of:

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