

Texas Imported Fire Ant Research and Management Project Covenant Not To Sue and Agreement to Hold Harmless

In consideration for receiving assistance from the Texas Imported Fire Ant Research and Management Project of the Texas A&M AgriLife Extension Service, a component member of The Texas A&M University System, I _____ (landowner/homeowner's association/lessee) hereby RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE, AND AGREE TO HOLD HARMLESS for any and all purposes Texas A&M University, The Texas A&M University System, the Board of Regents for The Texas A&M University System, the Texas A&M AgriLife Extension Service, and their officers, servants, agents, volunteers, or employees (herein referred to as "RELEASEES") from any and all liabilities, claims, demands, or injury, including death, that may be sustained by me, my family, agents, representatives, or employees or to any personal or real property belonging to me WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES or otherwise while participating in the Texas Imported Fire Ant Research and Management Project and activities associated with the project, or while in, or upon the premises where the activity associated with the project is being conducted. This shall include common areas of commonly held or owned properties, privately owned homes and properties, and leased properties.

Releasors/Participants are fully aware that there are inherent risks involved when one or more persons, including the Releasees, enter onto their property without prior knowledge of any inherent risks or dangers found thereon. Releasors/Participants hereby elect to voluntarily participate in the Texas Imported Fire Ant Research and Management Project and to allow all Releasees to enter onto the Releasors/Participants property(s) and engage in such activity knowing that the activity may be hazardous to the Releasors/Participants as well as the Releasees and that real and personal property damages may be sustained.

Releasors/Participants VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE, OR PERSONAL INJURY, INCLUDING DEATH, that may be sustained during the presence of Releasees on the Releasors/Participants property or while involved with the research and management project, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES OR OTHERWISE. Releasors/Participants further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS THE RELEASEES from any loss, liability, damage, or costs, including court costs and attorney's fees that may occur.

IN SIGNING THIS COVENANT NOT TO SUE AND AGREEMENT TO HOLD HARMLESS, RELEASORS/PARTICIPANTS ACKNOWLEDGE AND REPRESENT THAT they have read the foregoing Covenant Not to Sue and Agreement to Hold Harmless, understand it, and sign it voluntarily as their own free act and deed; no oral representations, statements, or inducements apart from the foregoing agreement that has been reduced to writing have been made. Releasors/Participants execute this document for full, adequate, and complete consideration fully intending to be bound by the same now and in the future.

IN WITNESS WHEREOF, I/We have hereunto set my/our hand this ____ day of _____, (yyyy).

RELEASOR/PARTICIPANT



REFERENCES

Managing Imported Fire Ants in Urban Areas

www.extension.org/pages/11004/managing-imported-fire-ants-in-urban-areas-printable-version

Broadcast Baits for Fire Ant Control

www.agrilifebookstore.org/product-p/e-628.htm

Fire Ant Control: The Two-Step Method and Other Approaches

www.agrilifebookstore.org/product-p/ento-034.htm

For more information regarding fire ant management, see Extension publications *Managing Red Imported Fire Ants in Urban Areas*, *Broadcast Baits for Fire Ant Control*, or *Fire Ant Control: The Two-Step Method and Other Approaches* posted on <http://AgriLifeBookstore.org>.

The information given herein is for educational purposes only. Reference to commercial products or trade names is made with the understanding that no discrimination is intended and no endorsement by the Texas A&M AgriLife Extension Service is implied.

Texas A&M AgriLife Extension Service

AgriLifeExtension.tamu.edu

More Extension publications can be found at *AgriLifeBookstore.org*

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The Texas A&M University System, U.S. Department of Agriculture, and the County Commissioners Courts of Texas Cooperating.