

**RELEASE OF LIABILITY/ INDEMNIFICATION AGREEMENT
FOR PARTICIPATION IN CROSS STREET BANNER PROGRAM**

_____ (hereinafter “Applicant”) hereby releases the Madera Redevelopment Agency (“Agency”), the Madera Chamber of Commerce (“Chamber”) and the City of Madera (“City”) (hereinafter collectively referred to as “Program Sponsor”) and waives any claim against Program Sponsor for injury, loss or costs created by Applicant’s participation in the Cross Street Banner Program, and any consequential damages of whatever nature, which may arise directly or indirectly as a result of the Applicant’s participation in the Cross Street Banner Program and the services provided therein by Program Sponsor, unless such claim or liability is caused by the sole and exclusive negligence or willful misconduct of the Program Sponsor.

Applicant agrees to indemnify, hold harmless, and defend the Program Sponsor, its Council, officers, officials, employees, agents, volunteers, and contractors from any and all liability, court action or proceeding and claims (including but not limited to violation of any state or federal law or regulation) made against Program Sponsor in connection with Applicant’s participation in the Cross Street Banner Program, unless such liability, court actions, proceedings or claims are caused by the sole and exclusive negligence or willful misconduct of the Program Sponsor. This indemnity shall include, but not be limited to damages and losses, attorney's fees, court costs, expert witness fees, amounts paid in settlement, and other related costs and expenses.

Applicant represents that it maintains a general liability insurance policy in the minimum amount of \$1,000,000.00.

APPLICANT/ORGANIZATION: _____

Printed Name: _____

Title: _____

Authorized Signature: _____

Date: _____