



**Texas Chapter APWA
2023 Public Workshop Equipment Roadeo
Georgetown Sheraton Hotel & Conference Center
February 7, 2023 from 9:00 a.m. to 3:00 p.m.**

Contestant Registration Form

I. CONTESTANT INFORMATION

Contestant's Name:

Email Address:

II. EMPLOYER

Employer: _____ Telephone: _____

Work Address:

Tx APWA Initials: _____

**TX-APWA PWS Rodeo
February 7, 2023 – Georgetown, Texas**

Release, Indemnity and Hold Harmless Agreement

The undersigned _____ (Operator’s Name) acknowledges that the following terms are a condition to his/her participation in the TX-APWA Equipment Rodeo and hereby agrees that:

1. Operator acknowledges that construction equipment of the type used in the (“Rodeo”) is dangerous instrumentality, and can cause serious bodily injury, death and damage to property if not used in a safe and careful manner by trained and experienced operators. Operator warrants and represents to the APWA TEXAS Chapter that he/she in fact, has been fully and adequately trained in the use of any and all equipment which he operates in the Rodeo and has experience with the equipment. Operator further warrants and represents that he/she possesses the skill to operate and use any such equipment in a safe and careful manner and agrees to so operate such equipment as to avoid any and all damage to property or injury to persons. Operator acknowledges that the APWA TEXAS Chapter is relying upon this representation and warranty.
2. Operator shall indemnify and hold the APWA TEXAS Chapter harmless from the claims of any and all persons for death, bodily injury, or damage to property which arises from, or is a result of, Operator’s participation, use and operation of equipment in the Rodeo, whether such claims are based in whole or in part upon the negligence of Operator or the APWA TEXAS Chapter, any defect in equipment, any site condition, or any negligence by any other person, including other Operators.
3. Each party agrees to indemnify and hold harmless the other party for any and all loss, damage or expense, (including reasonable attorney’s fees and court costs) arising from a breach of this agreement. In no event shall either party be liable to the other party for any consequential, indirect, incidental, special, or punitive claims arising out of or in connection with the use of the equipment, or the inability to use the equipment or otherwise, whether based in contract, warranty, tort, or any other legal or equitable theory.
4. Operator affirms he/she possesses a valid driver’s license, and any other required license by state to operate such equipment.

OPERATOR (Signature)

OPERATOR (Print Name)

OPERATOR (STATE Driver’s License Number)

WITNESS

EMERGENCY CONTACT NAME

PHONE NUMBER