

### EXHIBIT 3

**\*\* Please only sign if your event has fewer than 100 participants. \*\***

#### **RELEASE AND INDEMNITY AGREEMENT**

**THIS RELEASE AND INDEMNITY AGREEMENT** ("Agreement") is made and entered into the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **THE PUBLIC BUILDING AUTHORITY OF THE COUNTY OF KNOX AND THE CITY OF KNOXVILLE, TENNESSEE**, a public nonprofit corporation organized as a public building authority under Tennessee Code Annotated §§ 12-10-101, et seq. ("Lessor"); and (Fill in name of organization and name/title of signator) \_\_\_\_\_ ("Lessee").

#### **WITNESSETH:**

**WHEREAS**, Lessee desires to lease from Lessor a portion of the property known as the World's Fair Park (the "Park") for an event involving **fewer than 100 participants** to be held on or about \_\_\_\_\_, 20\_\_\_\_ (the "Event"); and

**WHEREAS**, as a condition precedent to Lessee's use of the Park for the Event, Lessor requires that Lessee agree to the terms of this Agreement.

**NOW, THEREFORE, FOR AND IN CONSIDERATION** of the above premises, the mutual covenants hereinafter contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

**1. Release.** Lessee hereby releases and discharges Lessor, its successors, assigns, directors, officers, agents, and employees from any liabilities, obligations, claims, actions, causes of action, costs and demands of any kind, including but not limited to damage or loss to property, personal injury or death, or any claim for breach of an express or implied warranty, that have or may accrue to Lessee, whether known or unknown, against Lessor, its successors, assigns, directors, officers, agents or employees, arising out of, based on or in any way connected with the use of the Park for the Event, by Lessee, or Lessee's agents, employees, affiliates, assigns, invitees, or any third party.

**2. Indemnity.** Lessee agrees to defend, hold harmless and indemnify Lessor, and its successors, assigns, directors, officers, agents, and employees, against any and all actions, proceedings, claims, costs and demands of any kind arising from the use of the Park for the Event, by Lessee, or Lessee's agents, employees, affiliates, assigns, invitees, or any third party, any claim for damage or loss to property, injuries or death, and any claim for breach of an express or implied warranty; and against all costs, damages, or expenses paid or incurred by Lessor as a consequence of any such actions, proceedings, claims or demands, including reasonable attorney fees. Lessee agrees to reimburse Lessor for all sums of money, which Lessor pays or becomes liable to pay by reason of any of the foregoing, and will make such payments to Lessor immediately upon demand.

**3. Entire Agreement, Interpretation, Waiver, and Modification.** This Agreement constitutes the entire agreement between the parties relating to Lessee's agreement to release and indemnify Lessor. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein. This Agreement can only be modified in a writing signed by the parties or their duly authorized agents acknowledging that the same is in fact a modification of this Agreement.

**4. Applicable Law.** This Agreement shall be governed by the laws of the State of Tennessee without the need to resort to its law of conflicts.

**5. Consent to Jurisdiction and Venue.** Any legal or equitable action for claims, debts, or

