



**Volunteer Form and
Release of Liability, Indemnification and Assumption of the Risk Agreement**

Name of Participant (Print): _____

Phone Number: _____

Organization (if any): _____

Description of Activity: _____

Location of Activity: _____

This is a Release of Liability, Indemnification and Assumption of Risk Agreement. You must initial and sign and return this Agreement before you may participate in the Activity. This Agreement cannot be altered or modified by any verbal or written statements.

Releasees:

The "Releasees" in this Agreement are the City, and its officers, agents, servants, employees, and representatives.

Assumption of Risks:

To the best of my knowledge, I am in good health and have no physical limitations that would preclude or impede my participation in the Activity described above. I am aware of the risks and hazards connected with the Activity, and I am aware that some of the Activity may and does involve high risk hazards and I elect to participate voluntarily and engage in this Activity knowing that the Activity may be highly hazardous to my property and me. I voluntarily and expressly agree and promise that I assume full responsibility for property loss or damage, and for personal injury, including death, that I may sustain as a result of being engaged in this Activity, whether or not based on the negligence or other wrongful conduct of Releasees.

Release:

In consideration for facilitating my participation in the Activity described above, I release, discharge, and agree not to sue Releasees for any claims, demands, actions, and causes of action of any nature whatsoever including a claim of negligence, arising out of any loss or damage to my property and any injury, including death, that I may sustain whether or not caused by the negligence of the Releasees, while participating in the Activity, supervised or unsupervised, or while in transportation to and from the Activity.

Volunteer Form and
Release of Liability, Indemnification and Assumption of the Risk Agreement
Continued

INDEMNIFICATION:

_____ I AGREE TO INDEMNIFY, PROTECT, DEFEND (ON DEMAND) AND HOLD HARMLESS THE RELEASEES FROM ANY AND ALL LOSS, LIABILITY, DAMAGE, OR COSTS OF ANY NATURE WHATSOEVER, WHETHER NOW EXISTING OR HEREAFTER ARISING, INCLUDING WITHOUT LIMITATION, COURT COSTS AND ATTORNEY'S FEES, THAT THE RELEASEES MAY INCUR DUE TO MY PARTICIPATION IN THE ACTIVITY, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE. I SPECIFICALLY AGREE TO INDEMNIFY, PROTECT, DEFEND (ON DEMAND) AND HOLD HARMLESS THE RELEASEES FROM ANY LOSSES THE RELEASEES MAY INCUR AS A RESULT OF MY LOSS OF PROPERTY, MY PERSONAL OR BODILY INJURY OR DEATH, MY INJURING ANOTHER PERSON AND/OR MY DAMAGING ANOTHER PERSON'S PROPERTY WHILE PARTICIPATING IN THE ACTIVITY. THE INDEMNITY OWED BY ME IS SPECIFICALLY INTENDED TO INCLUDE CLAIMS CAUSED OR ALLEGED TO HAVE BEEN CAUSED, IN WHOLE OR IN PART, BY THE RELEASEES' OWN NEGLIGENCE.

Medical Treatment:

_____ I understand Releasees cannot be expected to control all of the risks articulated in this form and Releasees may need to respond to accidents and potential emergency situations. Therefore, I further authorize the City employee or agent supervising this Activity to secure medical care for me in the event of injury. I promise to assume liability for payment, and hold harmless the Releasees of medical expenses arising from said medical care for said injury.

Intent:

_____ I intend that this Agreement bind not only me but also my personal representatives, estate, heirs, next of kin, and assigns. I intend this as a release, discharge, and promise not to sue the Releasees. I agree that this Agreement will be construed in accordance with the laws of the State of Texas.

I HAVE CAREFULLY READ THIS AGREEMENT AND UNDERSTAND IT TO BE A RELEASE OF ALL CLAIMS AND CAUSES OF ACTION FOR MY INJURY OR DEATH OR DAMAGE TO MY PERSONAL PROPERTY THAT OCCURS WHILE PARTICIPATING IN THE ACTIVITY AND IT OBLIGATES ME TO INDEMNIFY THE RELEASEES FOR ANY LIABILITY FOR INJURY OR DEATH OF ANY PERSON AND DAMAGE TO PROPERTY CAUSED BY MY NEGLIGENT OR INTENTIONAL ACT OR OMISSION.

I HAVE SIGNED THIS AGREEMENT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTENDS IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

Volunteer Form and
Release of Liability, Indemnification and Assumption of the Risk Agreement
Continued

Signature of Participant

Date