

**RELEASE OF CLAIM, WAIVER OF LIABILITY, AND
INDEMNITY AND HOLD HARMLESS AGREEMENT**

This Release of Claim, Waiver of Liability, and Indemnity and Hold Harmless Agreement ("Agreement"), effective from and after execution, by: _____,
(Volunteer's Name)

date of birth _____, and Address: _____
(mm/dd/yyyy)

I, the above named Volunteer, in consideration for receiving permission to participate as a volunteer for the City of San Angelo ("City") _____ ("Event") agree as follows:

1. Volunteer acknowledges that Volunteer shall be permitted to participate in the Event which includes access to or entry upon Premises which may or may not be generally open to the public; and, that such access or entry could subject Volunteer to the risk of injury, even disability or death, and the risk of property damage.

2. Volunteer hereby assumes full responsibility for any risk of loss, property damage, injury, or death that may occur in relation to the Event and does hereby **RELEASE, WAIVE, DISCHARGE, and COVENANT NOT TO SUE AND HOLD HARMLESS** the City of San Angelo, its council members, board and commission members, officials, agents, guests, invitees, consultants and employees (hereinafter collectively referred to as "City") from any and all liability, claims, demands, actions, damages, costs, judgments, attorneys fees and executions, in law or in equity, for personal injury, death or property damage arising in whole or in part out of my participation as a volunteer, or while I remain in, on or upon the premises where the Event and related activities are being conducted **WHETHER CAUSED BY THE NEGLIGENCE OR CONTRIBUTORY NEGLIGENCE OF THE CITY OR OTHERWISE**. Volunteer agrees that this Agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Texas, and if any portion of this Agreement is held to be invalid, the balance of the Agreement will continue in full force and effect.

IN SIGNING THIS AGREEMENT I ACKNOWLEDGE THAT I HAVE READ THE FOREGOING AGREEMENT IN ITS ENTIRETY, THAT I UNDERSTAND IT, AND THAT I AM WAIVING VALUABLE LEGAL RIGHTS BY THE EXECUTION HEREOF. I sign this Agreement voluntarily; no oral representations, statements or inducements, apart from the content of this agreement, have been made to me. I, or my below named parent/legal guardian, am at least eighteen years of age and fully competent to understand and execute this agreement. I, and my below named parent/legal guardian if indicated, execute this Agreement for full, adequate, and complete consideration as set forth herein.

EXECUTED AND AGREED TO on this ____ day of _____, 2018.

VOLUNTEER:

CITY OF SAN ANGELO

Volunteer's Signature

BY: _____
Signature and office of City Official

If Volunteer is under 18 years of age, the below named parent(s) or guardian of Volunteer hereby consents to the foregoing Agreement and agrees to be bound by the terms thereof.

Parent/Guardian: _____ Print Name: _____