

Waiver, Release, and Indemnification Agreement

THE STATE OF TEXAS §
COUNTY OF WICHITA §

WHEREAS, _____, (Volunteer), wishes to Volunteer with the City of Wichita Falls;

WHEREAS, the City of Wichita Falls is willing to allow such Volunteer work (Activity) at the sole risk of the Volunteer; and

WHEREAS, the Volunteer hereby realizes and acknowledges the Activity may entail some risk or danger for which the Volunteer assumes full responsibility.

Now therefore, in consideration of the Volunteer being permitted to participate in the Activity, at Volunteer's special instance and request, Volunteer does hereby, for and on behalf of himself/herself, together with his/her heirs, executors, administrators, and assigns, release, acquit and forever discharge the City of Wichita Falls, Texas, together with its former and present elected and appointed officials, legal representatives, agents, servants, employees, Volunteers, (in both their public and private capacities), successors and assigns and all affiliated persons and entities (hereinafter collectively Wichita Falls) of, from and against any and all liabilities of every kind, claims, causes of action, losses, judgments, fines, demands, damages, loss of use or services, or injuries to real and/or personal property and/or persons (including death), known and unknown, (collectively Claims) and Volunteer does further agree to defend, indemnify, and hold harmless Wichita Falls, of, from, and against any and all Claims (including all expenses of litigation, costs, and attorneys' fees) asserted by any person or entity against Wichita Falls whether at law or in equity, in contract or tort, under statutory or common law or pursuant to the Texas or United States Constitution(s), arising out of, touching upon or in any way relating to the Activity and/or the presence, malfunction, maintenance, addition or substitution of any property owned, leased, operated, or utilized by Wichita Falls in connection with the Activity even if the Claim is the result of the actual or alleged sole negligence of Wichita Falls and/or the actual or alleged joint or concurrent negligence of Wichita Falls and any other person or entity, and/or the actual or alleged strict, statutory or constitutional liability of Wichita Falls. As such, the foregoing indemnity is intended to indemnify Wichita Falls against the consequence of its sole negligence or fault and against the consequence of the negligence or fault of Wichita Falls occurring jointly or concurrently with the negligence or fault of any person or entity and against the consequence of the strict, statutory, or constitutional liability of Wichita Falls.

FURTHER, Volunteer acknowledges and accepts full responsibility for damages or any real or tangible property belonging to Wichita Falls.

Signed this _____ day of _____ month, _____.

Volunteer

SUBSCRIBED AND SWORN TO BEFORE ME, the undersigned authority on this the _____, day of _____ month, _____.

Notary Public

(seal)