



CITY OF SUGAR LAND

Waiver of Liability and Hold Harmless Agreement (“Agreement”)

THE FOLLOWING MUST BE COMPLETED BY THE VOLUNTEER’S PARENT/LEGAL GUARDIAN IF THE VOLUNTEER IS UNDER 18 YEARS OF AGE

Name of Minor Child (“Volunteer”): _____

Event/Activity (“Activity”): _____

In consideration of the City of Sugar Land (“City”) allowing the Volunteer to participate in the Activity, I, and my spouse, agree and affirm that (1) I/we are the parents/legal guardians of the Volunteer identified in this Agreement; (2) I/we authorize the Volunteer to participate in the above Activity; (3) I/we have reviewed this Agreement and the information provided in connection with this Agreement is true and correct; (4) I/we will ensure that the Volunteer complies with all laws, ordinances, policies, procedures, instructions, and requirements in this Agreement, and to represent the City in a professional manner or in a manner that presents a positive image of the City; (5) I/we understand that I/we will not receive any compensation for the Volunteer services or participation in the Activity; (6) I/we understand that the City may, at any time, for whatever reason, cancel the Activity, make changes in the Volunteer assignment or terminate the Volunteer services; (7) in the course of volunteering, the Volunteer may have access to confidential information or security related items (i.e. keys, etc.), the Volunteer is prohibited from disclosing or sharing such confidential information or security-related items to any person without the City’s prior consent. I/We understand that the Volunteer assignment will be terminated if he/she make improper disclosure or sharing confidential information or security related items; (8) I/we represent and warrant that the Volunteer has the prerequisite skills, qualifications, preparations, and training to participate in the Activity in a safe and competent manner, and any questions that I/we have concerning the Volunteer participation in the Activity have been fully answered; and (9) I/we grant the City, its event organizers and affiliate the perpetual right to use, edit, alter, copy and publish my/our and/or the Volunteer’s name, likeness, words, voice, photographs, and video recordings taken of me/us and/or the Volunteer in any form and media, including websites and promotional materials, without compensation or payment to me/us. The City, its event organizers, and affiliate will own all rights, title and interest to the photographs and video recordings, including the portions that contain the images and voices of me/us and/or the Volunteer. I/we further grant the City the right to release any photos or videos taken of me/us and/or the Volunteer and/or by me/us to the media.

I, and my spouse, understand and agree that through the execution of this Agreement: (1) I/we hereby expressly and specifically assume all risks of loss, damages, injury or harm, including death to the Volunteer and/or his/her property while on the City’s, its event organizers and affiliate’s property or participating in the Activity. I/we understand that the Activity may be hazardous to the Volunteer and voluntarily allow the Volunteer to participate in said Activity; (2) the City will not incur any liability of any nature as a result of the Volunteer services or participating in the Activity; (3) in handling animals and performing other volunteer tasks, there is a risk of injury, including physical harm or death, and that all services performed by the Volunteer will be done at the our/Volunteer’s risk; (4) I/we understand that the City does not assume any responsibility for and has no

obligation to provide financial or other assistance, including, but not limited to, medical, health or disability insurance, in the event of the Volunteer's injury or illness; and (5) in the event of an emergency, I/we consent for the City to seek reasonable and necessary treatment for the Volunteer including transporting the Volunteer to a hospital for emergency medical treatment, and **I/we agree to assume all expenses and costs associated with such medical treatment.**

To the fullest extent allowed by law, on behalf of myself, my heirs, executors, administrators, personal representatives, next of kin, spouse, guardians, and assigns (collectively "**RELEASORS**"), I/we hereby **RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE** the City of Sugar Land, its City Council, officers, directors, agents, employees, contractors, volunteers and event partners and affiliated organizations (collectively "**RELEASEES**") from any and all claims, liability and causes of action or demands of any nature whatsoever, either in law or in equity, known and unknown, arising out of, relating to, or resulting from the Volunteer services or participating in the Activity, including, but not limited to, while traveling to or from, in/on, or upon the premises where the Activity is being conducted, including, but not limited to, any loss, damage or injury, including death, to the Volunteer and/or his/her property, **REGARDLESS OF THE SOLE, JOINT, OR CONCURRENT NEGLIGENCE, NEGLIGENCE PER SE, GROSS NEGLIGENCE, STRICT LIABILITY, REGULATORY OR STATUTORY LIABILITY, TORT THEORY, ACT, OMISSION, FAULT, FAILURE TO ACT OR CAUSED BY THE VOLUNTEER, THE RELEASEES, OR OTHERWISE.**

I, and my spouse, hereby elect to allow the Volunteer to participate in the Activity and **ASSUME ALL RISKS AND FULL RESPONSIBILITY FOR ANY LOSS, DAMAGE OR INJURY TO PERSON OR PROPERTY, INCLUDING DEATH**, that may be sustained by the Volunteer or his/her property as a result of Volunteer services or participating in the Activity.

To the fullest extent allowed by law, **RELEASORS** further **AGREE TO INDEMNIFY, HOLD HARMLESS AND DEFEND THE RELEASEES FROM AND AGAINST ANY AND ALL CLAIMS, INCLUDING THOSE BROUGHT BY OR ON BEHALF OF THE VOLUNTEER**, causes of action, losses, liability, damages, costs, including court costs and attorney fees, that may incur due to the Volunteer services or participation in said Activity, **REGARDLESS OF THE SOLE, JOINT, OR CONCURRENT NEGLIGENCE, NEGLIGENCE PER SE, GROSS NEGLIGENCE, STRICT LIABILITY, REGULATORY OR STATUTORY LIABILITY, TORT THEORY, ACTS, OMISSIONS, FAULT, OR FAILURE TO ACT CAUSED BY THE VOLUNTEER, THE RELEASEES, OR OTHERWISE.**

It is my express intent that **this Waiver of Liability and Hold Harmless Agreement** binds the members of my family and spouse, if I am alive, and my heirs, assigns, and personal representative, if I am deceased, and **deems as a RELEASE, WAIVER, DISCHARGE, COVENANT NOT TO SUE, INDEMNIFY AND HOLD HARMLESS** the above-named **RELEASEES**.

I certify that I am the parent/guardian of the Volunteer and have carefully read and understand this Waiver of Liability and Hold Harmless Agreement and that the Volunteer participation in Activity is subject to these terms and conditions.

Signed on this _____ day of _____, 20_____.

Name of Parent/Guardian

Signature

Telephone Number

Alternate Contact Information