

**FRIENDS OF FRIEDRICH WILDERNESS PARK
AGREEMENT INCLUDING RELEASE AND INDEMNIFICATION**

WHEREAS, the Friends of Friedrich Wilderness Park, Inc. (hereinafter referred to as **“FRIENDS”**) has provided funds to

permit _____ (hereinafter referred to as **“VOLUNTEER”**), to participate in the **NATURAL AREA PARKS PROJECT**, subject to the adherence of the **VOLUNTEER** to any provisions set out in the rules and regulations of the San Antonio Parks and Recreation Department.

NOW, THEREFORE, for and in consideration of the premises and the mutual promises, covenants, and agreements set forth in this Agreement, the **FRIENDS and VOLUNTEER** agree that the **FRIENDS**, its agents, volunteers, or members of its Board of Directors, shall not be liable or responsible for, and shall be **SAVED, HELD HARMLESS, RELEASED and INDEMNIFIED** by **VOLUNTEER** from and against any and all suits, actions, losses, damages, claims, or liability of any character, type, or description, including but not limited to all expenses of litigation, court costs, and attorney fees for injury or death to any person, or injury to any property received or sustained by any person or persons or property arising out of, or occasioned by, directly or indirectly, the participation of **VOLUNTEER** in the **NATURAL AREA PARKS PROJECT** including claims and damages arising in whole or in part from the negligence of the **FRIENDS**, its agents, volunteers, or members of its Board of Directors.

IT IS THE **EXPRESS INTENT** OF THE PARTIES TO THIS AGREEMENT THAT THE **INDEMNITY** PROVIDED FOR IN THIS AGREEMENT IS AN **INDEMNITY** EXTENDED BY **VOLUNTEER** TO **INDEMNIFY AND PROTECT** THE **FRIENDS** FROM ANY AND ALL CLAIMS OR ACTIONS, AS SET FORTH ABOVE, OF ANY KIND, ARISING DIRECTLY OR INDIRECTLY FROM THE PARTICIPATION OF **VOLUNTEER** IN **NATURAL AREA PARKS PROJECT**, **REGARDLESS OF WHETHER SUCH CLAIMS OR ACTIONS ARE FOUNDED IN WHOLE OR IN PART UPON ALLEGED NEGLIGENCE OF** the **FRIENDS, ITS AGENTS, VOLUNTEERS, OR MEMBERS OF ITS BOARD OF DIRECTORS.**

It is further understood and agreed that the **VOLUNTEER** will participate solely as an individual on a voluntary basis and not as an employee, contractor or agent of the **FRIENDS** or its agents, volunteers or members of its Board of Directors.

In making this Agreement, **VOLUNTEER** relies wholly upon his/her own judgement, belief and knowledge and has not been influenced to any extent whatsoever by any representations or statements not contained in this Agreement.

EMAIL ADDRESS

ADDRESS

CITY

STATE

ZIP CODE

TELEPHONE NUMBER

EMERGENCY NUMBER

VOLUNTEER SIGNATURE

DATE