

**CITY OF SAN ANTONIO DEPARTMENT OF PARKS AND RECREATION
VOLUNTEER AGREEMENT INCLUDING WAIVER AND RELEASE**

The City of San Antonio ("City") on condition of your signing this waiver and affirming the promises and statements contained below, agrees to permit you (or your child) to participate in the volunteer service project ("Project") known as Project: _____ in City Park: _____

I acknowledge the following statements are true:

I acknowledge that my (or my child's) services are provided strictly on a volunteer basis, without any pay or compensation of any kind, and without any liability of any nature on behalf of the City; all services are performed at my (or my child's) own risk.

I acknowledge that my (or my child's) participation in volunteering with activities involved in the Project entails known and unanticipated risks that could result in physical or emotional injury, damage to me, to my property, or to third parties. These risks include the following but not limited to: Tripping, falling, scraping, bruising, scratches, bites by insect or other, or sunburn.

I certify that I have adequate insurance to cover any injury or damage I (or my child) may cause or suffer while participating, or else agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I (or my child) may have.

On behalf of myself, my heirs, personal representatives and executors, I hereby disclaim, release and waive any and all claims against the CITY for personal injuries or damages to property sustained by myself or any other person arising out of my (or my child's) participation in the PROJECT, including claims and damages arising in whole or in part from the negligence or the CITY, its agents or employees.

IT IS MY EXPRESS INTENT TO RELEASE THE CITY FROM ANY AND ALL CLAIMS ARISING FROM MY (OR MY CHILD'S) PARTICIPATION IN THE PROJECT REGARDLESS OF WHETHER SUCH CLAIMS ARE FOUNDED IN WHOLE OR IN PART UPON ALLEGED NEGLIGENCE OF CITY, ITS AGENTS OR EMPLOYEES.

In signing this release and waiver I am relying wholly upon my own judgment, belief and knowledge. By signing this document, I acknowledge that if anyone is hurt or property is damaged during my (or my child's) participation as a volunteer, I may be found by a court of law to have waived my right to maintain a lawsuit against the City on the basis of any claim from which I have released them herein. I have had sufficient opportunity to read this entire document. I read and understand it, and I agree to be bound by its terms.

PHOTO RELEASE

I hereby consent to and authorize the City of San Antonio Parks and Recreation Department, its publishers, licensees and assignees, permission to use and reproduce still photographs and/or film footage taken of me (or my child) in whole or in part, with or without names, for editorial, trade or advertising purposes. I also confirm that I waive all claims arising from such use for any additional compensation, damages, and invasion of privacy.

PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION (for volunteers under 18 years old)

I verify that my son/daughter is age appropriate to volunteer for this project and I, as parent/guardian, understand that I must accompany my son/daughter in order for him/her to volunteer OR authorize a custodian to accompany my son/daughter during their volunteer time with the project.

Please affirm your consent to the above by signing the appropriate fields for you (and/or your child) on the Volunteer Agreement Waiver and Release sign-in sheet.