

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

WHEREAS, the *City of San Antonio* (hereinafter referred to as “CITY”) consents and agrees 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 CITY and VOLUNTEER agree that the CITY, its agents or employees, 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 CITY, its agents or employees.

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 CITY 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 CITY, ITS REPRESENTATIVES, AGENTS OR EMPLOYEES.

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 CITY or its agents or employees.

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.

VOLUNTEER SIGNATURE		DATE	
EMAIL ADDRESS			
ADDRESS	CITY	STATE	ZIP CODE
TELEPHONE NUMBER		EMERGENCY NUMBER	

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 (and/or photos taken of my child/children) 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.

VOLUNTEER SIGNATURE	DATE
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