

**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 **YOUTH**, to participate in the **NATURAL AREAS PROJECT**, subject to the adherence of the **YOUTH** to any provisions set out in the rules and regulations of the San Antonio Parks and Recreation Department, the parent or guardian of **YOUTH**, hereinafter **PARENT** or **GUARDIAN**, consents to **YOUTH** participating in the **NATURAL AREAS PROJECT**.

NOW, THEREFORE, for and in consideration of the premises and the mutual promises, covenants, and agreements set forth in this Agreement, the **CITY, PARENT OR GUARDIAN**, and **YOUTH** 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 **PARENT** or **GUARDIAN** and **YOUTH** 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 **YOUTH** in the **NATURAL AREAS 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 PARENT OR GUARDIAN AND YOUTH 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 YOUTH IN **NATURAL AREAS 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 **YOUTH** will participate solely as an individual on a voluntary basis and not as an employee, contractor or agent of the City of San Antonio or its agents or employees.

In making this Agreement, **PARENT** or **GUARDIAN** and **YOUTH** rely wholly upon their own judgment, belief and knowledge and have not been influenced to any extent whatsoever by any representations or statements not contained in this Agreement.

PARENT or GUARDIAN		YOUTH	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.

PARENT/GUARDIAN SIGNATURE	DATE
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