



VOLUNTEER ACKNOWLEDGEMENT, WAIVER AND RELEASE

Full Name

Address

City

State

Zip

Phone

E-mail

Print Minor Name(s)

This form must be signed by each volunteer who will participate (Participant) in or otherwise be involved with the Keep Lewisville Beautiful (KLB) Volunteer Program and/or event. Volunteers under age 18 must have this form signed by a parent or legal guardian.

RELEASE AND INDEMNIFICATION THE STATE OF TEXAS, COUNTY OF DENTON KNOW ALL MEN BY THESE PRESENTS:

I, the undersigned, have upon my own free will, requested to be a volunteer for Keep Lewisville Beautiful ("KLB"). I fully understand the dangers of working as a volunteer and accept that I may be subjected to such dangers and that there is an assumption of all such risks by entering into this release and indemnification and by participating as a volunteer. I understand my activities with KLB may involve the use of or exposure to tools, implements, safety garments, motorized and/or non-motorized vehicles, watercraft, plants, trash and/or other debris, sharp objects, roadways, bodies of water, animals, environmental, biological, and/or man-made hazards. I understand my activities may include, but are not limited to, removal of trash and/or other debris, digging, bending, stooping, lifting, and/or other physical exertion.

In consideration of being allowed to volunteer, I voluntarily and knowingly execute this release and indemnification with the express intention of effecting the extinguishment of any and all claims against KLB, its officers, employees, successors, assigns, sponsors and volunteers assisting in KLB programs and activities, which may result from the agreement as herein designated above.

WITH THE INTENTION OF BINDING ME, MY HEIRS, EXECUTORS, ADMINISTRATORS, AND ASSIGNS, I DO HEREBY EXPRESSLY RELEASE AND DISCHARGE, ALL CLAIMS, DEMANDS, ACTIONS, JUDGMENTS, AND EXECUTIONS WHICH I EVER HAD, OR NOW HAVE OR MAY HAVE, OR WHICH MY HEIRS, EXECUTORS, ADMINISTRATORS, OR ASSIGNS MAY HAVE, OR CLAIM TO HAVE, AGAINST KEEP LEWISVILLE BEAUTIFUL, AND/OR ITS OFFICERS, SERVANTS, SUCCESSORS, ASSIGNS, SPONSORS, VOLUNTEERS, OR EMPLOYEES, CREATED BY, OR ARISING OUT OF PERSONAL INJURIES, KNOWN OR UNKNOWN, AND INJURIES TO PROPERTY, REAL OR PERSONAL, CAUSED BY OR ARISING OUT OF, THAT SEQUENCE OF EVENTS WHICH OCCUR FROM THE AGREEMENT AS HEREIN DESIGNATED ABOVE, OR WHICH MAY ARISE DIRECTLY OR INDIRECTLY FROM THE PERFORMANCE OF OR CREATED BY OR ARISING OUT OF MY PERTICIPATION AS A VOLUNTEER DURING TIMES OF THIS INDEMNITY AGREEMENT AND INCLUDING, WITHOUT LIMITATION, CLAIMS AND DAMAGES ARISING IN WHOLE OR IN PART FROM THE NEGLIGENCE OR GROSS NEGLIGENCE OF KEEP LEWISVILLE BEAUTIFUL, ITS EMPLOYEES, OFFICERS, SUCCESSORS, ASSIGNS, SPONSORS, AND VOLUNTEERS.

Furthermore, I agree to indemnify and hold harmless KLB, and/or its officers, agents, servants, employees, successors, assigns, sponsors, or volunteers from any liabilities or damages I may suffer as a result of claims, demands, costs, or judgments against KLB and/or, its officers, agents, servants, or employees, created by, or arising out of the agreement herein designated above and from my participation as a volunteer. If KLB, and/or, its agents, officers, servants, employees, successors, assigns, sponsors, or volunteers in the enforcement of any part of this indemnity agreement, shall incur necessary expenses, or become obligated to pay attorney's fees or court costs, I agree to reimburse KLB, and/or its agents, officers, servants, employees, successors, assigns, sponsors, or volunteers for such expenses, attorney's fees, or court costs within thirty days after receiving written notice from KLB, and/or its agents, servants, employees, successors, officers, sponsors, assigns, or volunteers of the incurring of such expenses, costs, or obligations.

Additionally, I shall fully defend, protect, indemnify, and hold harmless KLB, and/or agents, officers, servants, employees, successors, assigns, sponsors, or volunteers from and against each and every claim, demand, or cause of action and any and all liability, damages, obligations, judgments, losses, fines, penalties, costs, fees, and expenses incurred in defense of KLB, and/or its agents, officers, servants, or employees, including, without limitation, personal injuries and death in connection therewith which may be made or asserted by me, my agents, my successors, my assigns, or any third parties on account of, arising out of, or in any way incidental to or in connection with the performance of this agreement and from our participation as a volunteer, INCLUDING, BUT NOT LIMITED TO, CLAIMS AND DAMAGES ARISING IN WHOLE OR IN PART FROM THE NEGLIGENCE OR GROSS NEGLIGENCE OF KLB AND/OR THE PARTIES TO THIS AGREEMENT. IT IS UNDERSTOOD AND AGREED THAT THE INDEMNITY PROVIDED FOR IN THIS SECTION IS AN INDEMNITY EXTENDED BY THE VOLUNTEER TO INDEMNIFY AND PROTECT KLB AND/OR ITS AGENTS, OFFICERS, SERVANTS, OR EMPLOYEES FROM THE CONSEQUENCES OF THE NEGLIGENCE OR GROSS NEGLIGENCE OF KLB AND/OR ITS AGENTS, OFFICERS, SERVANTS, OR EMPLOYEES, WHETHER THAT NEGLIGENCE IS THE SOLE OR CONTRIBUTING CAUSE OF THE RESULTANT INJURY, DEATH, AND/OR DAMAGE.

I further authorize KLB employees or agents supervising this activity to secure medical care for me in the event of injury. I promise to assume liability for payment, and hold harmless KLB, its officers, employees, sponsors, volunteers, or agents, of medical expenses arising from said medical care for said injury.

For Keep Lewisville Beautiful activities which may take place on property owned by the City of Lewisville, I have reviewed the attached Adult Participant Liability Release and/or Minor Participant Liability Release, as applicable, and understand and agree that participation in such activities demonstrates my acceptance of the terms outlined therein. A copy of the release forms can be found on the KLB website, will be available onsite at events and programs for review, and will be provided to volunteers via email during the registration process.

I hereby give KLB the right to photograph, televise, film, and sound record our acts, appearances, and utterances of me and to use any descriptive words or names, including my name and/or my group's name in conjunction therewith and without limit as to the time, to produce and reproduce the same or any part thereof by any method, and to use for any purpose which KLB deems proper. All such photographs, video recordings, films, and sound recordings shall be the exclusive property of KLB, and I hereby relinquish all rights, title, and interest therein. I, the undersigned, have read this release and indemnification and understand all its terms. I execute it voluntarily and with full knowledge of its significance.

SIGNATURE OF PARTICIPANT (Over the age of 18)

DATE

SIGNATURE OF PARENT OR GUARDIAN FOR MINOR VOLUNTEER(S) (Under the age of 18)

DATE

Thank you for volunteering with Keep Lewisville Beautiful!