



City of San Antonio
Housing and Neighborhood Services



AGREEMENT INCLUDING RELEASE AND INDEMNIFICATION

WHEREAS, the *City of San Antonio* (hereinafter referred to as "CITY") consents and agrees to permit the undersigned (hereinafter referred to as "VOLUNTEER"), to participate in the Graffiti Abatement Volunteer Program, subject to the adherence of the VOLUNTEER to any provisions set out in the rules and regulations of the City of San Antonio Housing and Neighborhood Services 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 Graffiti Abatement Volunteer Program, including claims and damages arising in whole or in part from the negligence or 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 Graffiti Abatement Volunteer Program, REGARDLESS OF WHETHER SUCH CLAIMS OR ACTIONS ARE FOUNDED IN WHOLE OR IN PART UPON ALLEGED NEGLIGENCE OF CITY, ITS REPRESENTATIVES, AGENTS OR EMPLOYEES which may be incurred to me as a result of my voluntary participation including but not limited to the following activities: Painting and/or power washing fences, buildings, residential and commercial properties as assigned by the City of San Antonio's Housing and Neighborhood Services Department. This activity may also include climbing ladders, the handling of chemicals and some heavy lifting as required.

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. Individuals who are employed by CITY acknowledge that this participation is outside the scope of their employment and is performed on a voluntary basis only. VOLUNTEER will provide transportation and supervision. In the event of any media coverage, it will be the responsibility of the VOLUNTEER to advise reporters whether or not they will agree to pictures or publication of their participation.

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

I am OVER 17 years old

I am UNDER 17 years old *

VOLUNTEER NAME PRINTED VOLUNTEER SIGNATURE

*(IF MINOR) PARENT'S NAME PRINTED PARENT'S SIGNATURE

ADDRESS CITY STATE ZIP CODE

DAYTIME TELEPHONE NUMBER EMERGENCY CONTACT NUMBER

EMAIL ADDRESS (OPTIONAL)

Bring signed waiver with you when you report to the event site.