

CITY OF RIO GRANDE CITY

GENERAL VOLUNTEER

RELEASE OF LIABILITY

I, the volunteer, desire to participate in City of Rio Grande City (the “City”) volunteer activities. I understand that the activities may include but are not limited to loading and unloading activities, copying and filing documents or records, general cleaning and maintenance activities, being transported to and from various City facilities, and other participatory related activities.

In consideration for being permitted to enter, observe, use or participate in the premises, facilities, equipment, and affiliated programs and activities, without respect to location, on City property for any purpose, I agree to the following:

1. I, for myself, my personal representatives, heirs and next of kin (hereinafter, “I”), warrant that I have inspected, considered, or immediately upon entering will inspect and consider the City property, and I accept the City property, facilities and equipment as being safe and reasonably suited for my entry, observation, use or participation.
2. I understand that I will not be compensated monetarily for the work I do with the City. I will not be entitled to and will not receive Worker’s Compensations benefits or other similar payments from the City under the law of the State of Texas in the event that I’m injured. Further, I understand that the City may, at any time, for whatever reason, make changes in my assignment or terminate my volunteer assignment.
3. **Waiver and Release. I HEREBY RELEASE AND FOREVER DISCHARGE AND HOLD HARMLESS THE CITY, ITS AFFILIATES, BRANCHES, MAYOR, COMMISSIONERS, ATTORNEYS, OFFICERS, MANAGERS, DIRECTORS, OFFICERS, EMPLOYEES, VOLUNTEERS AND AGENTS (HEREINAFTER COLLECTIVELY, “RGC”) FROM ANY AND ALL LIABILITY, CLAIMS, AND DEMANDS OF WHATEVER KIND OR NATURE, EITHER IN LAW OR IN EQUITY, WHICH ARISE OR MAY HEREAFTER ARISE FROM MY PARTICIPATION WITH THE CITY.**

I UNDERSTAND AND ACKNOWLEDGE THAT THIS RELEASE OF LIABILITY DISCHARGES RGC FROM ANY LIABILITY OR CLAIM THAT I MAY HAVE AGAINST RGC WITH RESPECT TO ANY ECONOMIC OR NON-ECONOMIC LOSSES, LIABILITIES, DAMAGES, SUITS, ACTIONS, CLAIMS, ATTORNEY'S FEES, COSTS, EXPENSES, OR DEMANDS, RELATING IN ANY WAY TO BODILY INJURY, DEATH, OR PROPERTY DAMAGE THAT MAY RESULT FROM MY PARTICIPATION WITH ANY CITY ACTIVITIES, WHETHER CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE, GROSS NEGLIGENCE OR STRICT LIABILITY OF RGC, OR OTHERWISE, TO THE FULLEST EXTENT PERMITTED BY LAW. I ALSO UNDERSTAND THAT RGC DOES NOT ASSUME ANY RESPONSIBILITY FOR OR OBLIGATION TO PROVIDE FINANCIAL ASSISTANCE OR OTHER ASSISTANCE, INCLUDING BUT NOT LIMITED TO MEDICAL, HEALTH, OR DISABILITY INSURANCE, IN THE EVENT OF INJURY, ILLNESS, DEATH OR PROPERTY DAMAGE.

4. **Insurance.** RGC expressly disclaims responsibility for providing any health, medical, or disability insurance coverage for volunteers. EACH VOLUNTEER IS EXPECTED AND ENCOURAGED TO ARRIVE WITH MEDICAL OR HEALTH INSURANCE AND COVERAGE IN EFFECT.

5. **Medical Treatment.** Except as otherwise agreed to by the City in writing, I hereby release and forever discharge the RGC from any claim whatsoever that arises or may hereafter arise in account of any first-aid treatment or other medical services rendered during my time with City activities.

6. **Assumption of the Risk.** I understand that my volunteer activities have inherent risks that arise from my actions and inactions and from the actions and inactions of others, including but not limited to: working near vehicles, tools, sharp or heavy objects, lifting objects, and performing manual labor. I agree to assume those risks and to release, indemnify and hold harmless RGC for any and all personal injury and property damage resulting from my volunteer work regardless of the cause.

7. **Photographic Release.** I grant and convey unto the City all right, title, and interest in any and all photographic images and video or audio recordings made by the City during my work for the City, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.

8. **Other.** I expressly agree that this Release of Liability is intended to be as broad and inclusive as permitted by the laws of the State of Texas, and that this Release of Liability shall be governed and be interpreted in accordance with the laws of the State of Texas. I agree that in the event that any clause or provision of the Release of Liability shall

be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of the Release of Liability, which shall continue to be enforceable.

To express my understanding of the Release of Liability, I, on this _____ day of _____, 2020, sign here:

Volunteer: Name (please print) _____

Address: _____ City: _____ State: ___ Zip: _____

Phone: (H) _____ (W) _____

Email: _____

Signature: _____

(Signature of parent/guardian or authorized representative if under age 18)