Date:_____
Email:_____

CITY OF SAN ANTONIO
DEVELOPMENT SERVICES DEPARTMENT

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 Wipeout Program** (hereinafter referred to as the "PROJECT"), subject to the adherence of the VOLUNTEER to any provisions set out in the rules and regulations of the City of San Antonio or the Development 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 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 THE 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. VOLUNTEER acknowledges that he/she is solely responsible for any negligence or liability incurred as a result of his/her voluntary participation in the PROJECT and VOLUNTEER's activities which may include, but not be limited to the following: painting and/or power washing fences, buildings, residential and commercial properties; using power tools or equipment provided by either CITY or VOLUNTEER; cleaning or clearing lots or property of garbage, refuse and debris. VOLUNTEER acknowledges that the activities undertaken may require climbing ladders, handling chemicals and lifting heavy objects and VOLUNTEER attests that he/she is physically able to perform these actions.

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 their participation in the PROJECT is outside the scope of their employment and is performed on a voluntary basis only. VOLUNTEER is responsible for their own transportation. VOLUNTEER hereby releases and authorizes the use of photographs taken of VOLUNTEER by the CITY for the purpose of developing public information materials, but retains the authority to advise the media of 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

TELEPHONE NUMBER EMERGENCY CONTACT NUMBER