



CITY OF SAN ANTONIO  
 Development Services Department  
 Community Tool Shed Program



AGREEMENT INCLUDING RELEASE AND IDEMNIFICATION

WHEREAS, the City of San Antonio (hereinafter referred to as "CITY") consents and agrees to permit the undersigned (hereinafter referred to as "BORROWER"), to participate in the CITY's COMMUNITY TOOL SHED PROGRAM (hereinafter referred to as the "COMMUNITY TOOLSHED"), subject to the adherence of the BORROWER to any provision 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 BORROWERS agree that the CITY, its agents or employees, shall not be liable or responsible for, and shall be **SAVED, HELD HARMLESS, RELEASED and IDEMNIFIED** by BORROWER 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 BORROWER, in the COMMUNITY TOOLSHED, 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 THE AGREEMENT IS AN INDEMNITY EXTENDED BY BORROWER TO INDEMNIFY AND PROTECT THE CITY FROM ANY AND ALL CLAIMS OR ACTIONS, AS SET FORTH ABOVE, OR ANY KIND, ARISING DIRECTLY OR INDIRECTLY FROM THE PARTICIPATION OF BORROWER IN THE COMMUNITY TOOL SHED REGARDLESS OF WHETHER SUCH CLAIMS OR ACTIONS ARE FOUNDED IN WHOLE OR IN PART UPON ALLEGED NEGLIGENCE OF CITY, ITS REPRESENTATIVES, AGENTS OR EMPLOYEES. BORROWER acknowledges that he/she is solely responsible for any negligence or liability incurred as a result of his/her voluntary participation in the COMMUNITY TOOL SHED and BORROWER's activities which may include: using power tools or equipment provided by either CITY or BORROWER; cleaning or clearing lots or property of garbage, refuse and debris. BORROWER acknowledges that the activities undertaken may require climbing ladders, handling chemicals and lifting heavy objects and BORROWER attests that he/she is physically able to perform these actions.

It is further understood and agreed that the BORROWER 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 the CITY acknowledge that their participation in the COMMUNITY TOOL SHED is outside the scope of their employment and is performed on a voluntary basis only. BORROWER is responsible for their own transportation.

In making the Agreement, BORROWER 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 continued in the Agreement.

\_\_\_\_ BORROWER IS OVER 17 years of age  
 and certifies that NO ONE UNDER 17 years OF AGE  
 IS PERMITTED TO USE GAS POWERED EQUIPMENT  
 (Initial above)

\_\_\_\_ Identification provided to CITY EMPLOYEE  
 Driver's license information \_\_\_\_\_

\_\_\_\_\_  
 BORROWER NAME PRINTED BORROWER SIGNATURE

\_\_\_\_\_  
 ADDRESS CITY STATE ZIP CODE

\_\_\_\_\_  
 TELEPHONE NUMBER EMERGENCY CONTACT NUMBER