



PARTIAL WAIVER AND RELEASE OF RIGHTS FOR CITY VOLUNTEER AND PHOTO AUTHORIZATION

Full Name of Volunteer: _____

Address: _____ **Phone #:** _____

Department of Assignment: _____

Supervisor: _____

I, the undersigned, request to volunteer service for the benefit of the citizens of the City of Princeton, Texas (“City”). In consideration for being provided the opportunity to perform volunteer service with the City, I agree to abide by all terms set forth in this document (“Volunteer Release”). I represent to the City that: (1) I have read and understand this Voluntary Release; (2) in exchange for permission to participate in these volunteer services, I am knowingly and voluntarily binding myself to the terms of this Volunteer Release; and I have had an opportunity to consult with the legal counsel of my choice prior to signing this Volunteer Release:

- The volunteer services that I will perform for the City are limited to the following:
City of Princeton Volunteer Fall Sweep (“Fall Sweep”): Volunteer activities may involve vigorous physical activity, including but not limited to, planting, mulching, watering trees and /or seedlings, using a rake, hoe or shovel to dig or move dirt and debris, bagging litter, hauling litter bags and transporting debris to a collection area.

NOTE: All of the waivers and releases I am agreeing to by signing this document waive all claims and liability against all City co-sponsors, if any, to the same extent of the waivers and releases I am granting to the City.

- I agree to follow the direction of any organizer or supervisor that the City provides for my volunteer assignment. I understand that the precise tasks I am given may be changed at any time at the discretion of the City, and further that my performance of volunteer service for the City may be terminated at any time, for any reason or no reason, without any advance notice.
- I agree that any and all services I perform are in the nature of volunteer work donated to the City, and that I will not receive any financial compensation or any other type of employee benefits.
- I agree to perform my assigned tasks in good faith, and will exercise due care and not act in a manner that is without due care, reckless, or with the intent to cause damage or inflict harm to others.
- I agree to limit my actions to the duties assigned. I understand my activities that do not fall within the directions of my supervisor shall be solely my own private conduct, and the City shall not be in any way responsible for any injury to me or liable to third parties for such private conduct.
- **I agree not to consume, use, possess, or be under the influence of any drug or alcohol products during the course of any volunteer work assignment with the sole exception of prescription drugs lawfully prescribed to me and which do not in any way impair my ability to safely perform all services as a volunteer for the City. I am responsible for having complete knowledge of any and all side effects of drugs I consume.**
- I grant the City permission to perform a criminal background check, understanding that participation in any volunteer service program with the City may be contingent upon the results.
- I understand that any actions which would tend to disrupt, diminish, degrade, or otherwise jeopardize public trust in the City or any of its employees or officials will result in termination of my participation in the volunteer service program. I grant the City and other organizations chosen by the City permission to use my likeness, voice, photograph, and words in any form for promotional activities without payment. In the event that my involvement with volunteer activities with the City results in any coverage in the media or is otherwise published in any manner, I approve the use of my likeness, voice, photograph, words, and any other creative work without any payment or consideration from the City.
- **I understand that the City has secured Workers’ Compensation benefits for its volunteers through the Texas Municipal League Intergovernmental Risk Pool (“TMLIRP”) in the event I suffer a compensable bodily injury or death within the course and scope of my authorized volunteer activities. In exchange for Workers’ Compensation coverage through TMLIRP, I, for myself, my heirs, executors, administrators and assigns, release and forever discharge the City from any and all demands or claims for damage or injury, from any cause of suit or action, known or unknown, that I may have against the City and/or its officers, officials, agents or employees, and from all liability under the Texas Tort Claims Act (Tex. Civ. Prac. & Rem. Code Chapter 101, as amended)**

("TTCA"), for any and all harm or damage to my health in any manner resulting from or arising out of my City volunteer activities. This release does not extend to or waive any rights I may have, if any, under the TTCA to defense and indemnification from any demand, claim, suit or action brought against me, or liability I may be subject to, resulting from or arising out of my authorized City volunteer activities.

- In the event I am injured while performing City volunteer activities, I will promptly notify my City supervisor and apply for Workers' Compensation benefits if coverage applies.
- I understand that the City and its agents, officials, employees, and volunteers that allow, assist, control, supervise, or otherwise facilitate my performance of volunteer service **WILL ASSUME NO LIABILITY** for any property damage or financial losses or for personal injuries, including but not limited to death or bodily harm, which might be sustained in connection with my volunteer service work, whether on City property, private property, or during transit to or from any location where volunteer service is to be undertaken or performed. **I UNDERSTAND AND AGREE THAT THIS WAIVER AND RELEASE OF LIABILITY INCLUDES ANY AND ALL ACTIONS, CLAIMS, OR DEMANDS FOR PERSONAL INJURY, INCLUDING BUT NOT LIMITED TO DEATH, OR PROPERTY LOSS ARISING FROM OR DUE TO ANY NEGLIGENT ACT OR OMISSION OF THE CITY, ITS AGENTS, OR EMPLOYEES, INCLUDING BUT NOT LIMITED TO ANY INJURY ARISING FROM USE OR MISUSE OF TANGIBLE PERSONAL PROPERTY OR ANY CONDITION OF REAL PROPERTY. BY SIGNING THIS WAIVER OF LIABILITY, I KNOWINGLY, VOLUNTARILY, COMPLETELY, AND IRREVOCABLY WAIVE ANY AND ALL RIGHTS AND CLAIMS AGAINST THE CITY, ITS AGENTS, OFFICIALS, EMPLOYEES, AND VOLUNTEERS RELATING TO MY VOLUNTEER SERVICE ACTIVITIES. I UNDERSTAND THAT I WILL BE PERFORMING ALL VOLUNTEER SERVICE ACTIVITIES AT MY OWN RISK AND THAT NEITHER THE CITY, NOR ANYONE ELSE WORKING ON THE CITY'S BEHALF, SHALL BE IN ANY WAY RESPONSIBLE FOR ANY PHYSICAL INJURIES SUSTAINED OR AGGRAVATED WHILE ENGAGING IN ANY TASK ASSOCIATED WITH THE VOLUNTEER SERVICE WORK, WHETHER OR NOT I AM UNDER THE DIRECTION OF ANY CITY REPRESENTATIVE.**
- I agree that it is my sole responsibility to notify any persons I am working with regarding any factor, such as disabilities, diseases, or physical limitations, which might impact my ability to perform work assigned by the City. I attest that I have consulted with a physician regarding any questions about my health and have not been advised of any issue likely to affect the performance of volunteer work for the City. In the event any medical issue arises while I am engaging in volunteer service work for the City, I understand that I am solely responsible for the expense of any medical treatment or service which might be provided.
- Permission is given for any emergency medical treatment, operations, or anesthesia which might become necessary should a medical emergency arise while I am performing volunteer services for the City, unless and until a person authorized to make medical decisions on my behalf assumes responsibility for treatment decisions.
- In the event I am involved in any accident or exposed to potential liability during authorized volunteer activities, I must inform my supervisor as soon as possible.
- If I accompany City personnel on emergency service calls, or have access to City records relating to same, it is possible that I will come into contact with sensitive and/or confidential information relating to members of the public, including but not limited to communications between patients and medical service providers, identity-theft-sensitive information, and sensitive medical information that the City is required to keep confidential. **I, on behalf of myself and all my heirs and representatives, agree to keep all such information strictly confidential, and further shall indemnify, save and hold harmless the City, its officials, employees and agents from any and all claims made by any person relating to my ability to access or gain knowledge of confidential and/or sensitive information.**
- With the exception of the MOTOR VEHICLE ADDENDUM TO VOLUNTEER RELEASE (If I signed same), which (if I signed same) shall be deemed to be a part of this Volunteer Release, I understand that this document represents the full and complete agreement with the City relating to my volunteer service activities, that it supersedes and replaces any and all prior agreements (whether written or oral), and may be amended only by a writing signed by the City.
- I expressly agree that this Volunteer Release is intended to be as broad and inclusive as permitted by state and federal law, and that if any portion of this document is found to be invalid or unenforceable by a court of competent jurisdiction, it is agreed that all remaining provisions shall continue in full legal force and effect.

I certify that all information provided on this document is true and complete. I understand that falsification or significant omissions of any information may be considered justification for non-acceptance or dismissal if discovered at a later date and that appointment to a volunteer position may be contingent upon the completion and review of a criminal background check. I understand and agree that I have no property interest or other rights in terms of my status as a volunteer with the City and that the City cannot terminate that status for any reason or no reason at any time without notice.

Signature of Person seeking to perform volunteer service:

_____ Date: _____

Printed Name: _____

IF UNDER EIGHTEEN YEARS OF AGE, PARENT OR GUARDIAN MUST SIGN:

I, _____, being the guardian/parent of _____ (“my minor child”), understand and agree that the City and its agents and employees will assume no liability for any personal injuries, death, or property damage which may be sustained by my minor child while performing volunteer service. I hereby give permission for my minor child to perform community service according to the terms provided in this document. In consideration of the City allowing participation in the volunteer service activities, and being aware of the possible injuries that could occur as a result of that participation, including but not limited to death, **I, on behalf of myself (and my minor child / children), hereby waive and release the City officials, employees, agents, and/or instructors from any and all liability, injuries, and damages whatsoever arising from participation in community service/City volunteer activities. I, on behalf of myself and all my heirs and representatives, agree to indemnify, save and hold harmless the City, its officials, employees and agents from any and all claims made by me (my minor child / children), my insurer, or any third party for injuries or damages related to participation, EVEN IF SUCH DAMAGES ARE CAUSED IN WHOLE OR IN PART DUE TO THE CITY’S OWN NEGLIGENCE OR THE NEGLIGENCE OF ITS OFFICIALS, EMPLOYEES OR AGENTS.** I consent to the City’s provision of emergency medical care to my minor child in the event of an emergency, accident, or illness, as described above, and if such care is deemed necessary, I understand that I will be responsible for payment of any and all expenses which are incurred. My signature below represents that I have read and understand the terms set forth in this document, have had an opportunity to consult with the legal counsel of my choice regarding its terms, and that I have all necessary authority to bind myself, my minor child, and all other parents and/or guardians to its terms.

Name of Minor Child: _____ Age: _____

Signature of Parent/Guardian: _____

Printed Name of Parent/Guardian: _____

Date: _____

Emergency contact number: _____