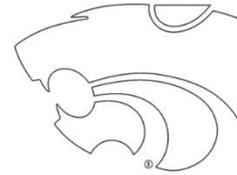


CITY OF CALLISBURG

59 Campbell Street
Callisburg, Texas 76240
Phone (940) 665-9809
www.callisburgtx.com



VOLUNTEER RELEASE AND WAIVER OF LIABILITY

(Please read carefully! This is a legal document that affects your legal rights!)

This Release and Waiver of Liability (the "Release") is executed on _____, 20____, by and between _____ (the "Volunteer") in favor of the CITY OF CALLISBURG, a Texas municipality ("the City"), its officers, employees, and agents. The Volunteer desires to participate in providing services to the public ("Services"), which the Volunteer understands includes working with the City crew, going to and from work locations, and providing manual labor. Volunteer's participation is completely **voluntary** and Volunteer understands no compensation will be received by him/her.

The Volunteer freely, voluntarily, and without duress executes this Release under the following terms:

1. **Waiver and Release.** Volunteer covenants not to sue, agrees to release and hold harmless the City, its officers, employees and agents, from any and all liability, claims and demands of whatever kind or nature, either in law or in equity, which may arise from Volunteer's participation in the Services. By signing this, Volunteer discharges the City, its officers, employees and agents from any liability or claim that Volunteer may have with respect to any bodily injury, personal injury, illness, death, or property damage that may result from Volunteer's participation in the Services. Volunteer also understands that the City 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. Volunteer further understands that he/she is not an employee of the City and Volunteer waives any claim to wages or other City employee benefits.

2. **Medical Treatment and Insurance.** Volunteer releases and forever discharges the City from any claim whatsoever which may arise now or later as a result of any first aid, treatment, or service rendered in connection with the Volunteer's participation in the Services. Volunteer understands that the City does not carry or maintain health, medical, or disability insurance coverage for any Volunteer.

Each Volunteer is expected to and encouraged to provide for their own medical and health insurance, and to have medical or health insurance coverage in effect while participating in the Services.

3. **Assumption of Risk.** The Volunteer understands that the Services may include activities that may be hazardous to the Volunteer. Volunteer assumes the risk of injury or harm in these activities, and releases the city from all liability for injury, illness, death, or property damage which may result from the activities of the Volunteer's participation in the Services.

4. **Photographic Release.** Volunteer grants the City all right, title, and interest in photograph images and recordings made by the City during the Services, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.

5. **Other.** This release is intended to be as inclusive as the laws of Texas permit and the parties agree and acknowledge that it shall be governed by the laws of Texas. Volunteer agrees that if a clause or provision of this release is found by a court to be invalid, that finding shall not invalidate any other clause or provision of this release, which shall continue to be enforceable.

IN WITNESS WHEREOF, Volunteer has executed this Release as of the day and year written above.

WITNESS:
Date: _____
Sign: _____
Print: _____

VOLUNTEER:
Date: _____
Sign: _____
Print: _____
Address: _____

GUARDIAN OF VOLUNTEER:
Date: _____
Sign: _____
Print: _____
Address: _____
