

**RELEASE AND WAIVER OF LIABILITY
FOR VOLUNTEER PARTICIPANTS IN PARK CLEAN UP**

This Release and Waiver of Liability is being executed in connection with the volunteer's desire to assist the City of Kerrville ("City") in cleaning its parks ("Park Clean Up"), which consists of removing trash and debris from areas within the City parks affected by the July 16, 2026 flooding of the Guadalupe. ***I freely, voluntarily, and without duress execute this Release and Waiver of Liability on behalf of myself and on behalf of any participant identified below for whom I am a parent or legal guardian.***

1. **Waiver and Release.** I release, hold harmless, and agree to defend the City and its officials, employees, and agents (collectively, the "Released Parties") from and against any liability, claims, and demands of whatever kind or nature, either in law or in equity, which arise from my or my child's participation in the Park Clean Up. By signing below, I discharge City from any liability or claim that I or my child may have with respect to any bodily injury, personal injury, illness, death, or property damage that may result from my or my child's participation in the Park Clean Up. I also understand that City does not assume any responsibility for or obligation to provide financial assistance or other assistance, including medical, health, or disability insurance, for any participant in the Park Clean Up.
2. **Medical Treatment and Insurance.** I release and forever discharge City from and against any claim whatsoever that arises now or later on account of any first aid, treatment, or service rendered in connection with my or my child's participation in the Park Clean Up or in connection with any decision by any official or agent of City to exercise the power to consent to medical or dental treatment as such power may be granted and authorized by a Parental Authorization for Treatment of a Minor Child. I understand that City does not carry or maintain health, medical, or disability insurance coverage for any volunteer. **Each volunteer is expected and encouraged to have effective medical or health insurance coverage while participating in the Park Clean Up.**
3. **Assumption of the Risk.** I understand that the Park Clean Up may include activities that may be hazardous to me or my child. On behalf of myself and my child, I assume the risk of injury or harm in these activities and release City from all liability for injury, illness, death, or property damage resulting from the activities of my or my child's participation in the Park Clean Up.
4. **Photographic Release.** I grant City all right, title, and interest in photographic images and recordings made by City during the Park Clean Up, including, any royalties, proceeds, or other benefits derived from such photographs or recordings.
5. **Indemnification.** **I HEREBY FURTHER AGREE TO INDEMNIFY THE RELEASED PARTIES FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, DAMAGES, COSTS, CLAIMS, EXPENSES, DEMANDS, AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER OCCURRING OR ANYWISE INCIDENT TO, IN CONNECTION WITH, OR ARISING OUT OF, MY OR MY CHILD'S PARTICIPATION IN THE PARK CLEAN UP, INCLUDING CLAIMS FOR PERSONAL INJURIES, DEATH, OR DAMAGE TO PROPERTY, AND WHETHER OR NOT CAUSED OR CONTRIBUTED TO BY THE NEGLIGENCE, CARELESSNESS, OR WANT OF SKILL OF CITY.**

I warrant that I am of legal age and that I have read and fully understand the foregoing terms.

Signed this ____ day of _____, 2026.

Participant Signature _____ Date of Birth _____

IF PARTICIPANT IS UNDER 18, THE PARENT (OR GUARDIAN, IF ANY) MUST ALSO SIGN.

I am the parent or legal guardian of the above participant and he/she has my permission to participate in the Park Clean Up. I have read and agree to the terms of this Release and Waiver of Liability for myself and the participant. I understand and agree that the sponsors and organizers of the Park Clean Up are not responsible for supervision of minor participants and that if I allow the above minor to participate without my supervision, I assume all risks associated with such participation.

Parent/Guardian Signature if participant is under 18 years of age _____

Parent/Guardian Name Printed _____ Date of Birth _____

Address _____

City/State/Zip _____