

Keep Lewisville Beautiful General Release Form

RELEASE AND INDEMNIFICATION THE STATE OF TEXAS, COUNTY OF DENTON KNOW ALL MEN BY THESE PRESENTS:

We have upon our own free will, requested to be volunteers for Keep Lewisville Beautiful. I fully understand the dangers of working as a volunteer and accept that we may be subjected to such dangers and that there is an assumption of all such risks by entering into this release and indemnification and by participating as a volunteer.

In consideration of being allowed to volunteer, voluntarily and knowingly execute this release and indemnification with the express intention of effecting the extinguishment of any and all claims against the Keep Lewisville Beautiful, its officers, employees, successors, assigns, sponsors and volunteers assisting in City activities, which may result from the agreement as herein designated above.

With the intention of binding us, my heirs, executors, administrators, and assigns, do hereby expressly release and discharge, all claims, demands, actions, judgments, and executions which we ever had, or now have or may have, or which my heirs, executors, administrators, or assigns may have, or claim to have, against the Keep Lewisville Beautiful, and/or its officers, servants, successors, assigns, sponsors, volunteers, or employees, created by, or arising out of personal injuries, known or unknown, and injuries to property, real or personal, caused by or arising out of, that sequence of events which occur from the agreement as herein designated above, or which may arise directly or indirectly from the performance of or created by or arising out of our participation as a volunteer during times of this indemnity agreement AND INCLUDING, WITHOUT LIMITATION, CLAIMS AND DAMAGES ARISING IN WHOLE OR IN PART FROM THE NEGLIGENCE OF Keep Lewisville Beautiful, ITS EMPLOYEES, OFFICERS, SUCCESSORS, ASSIGNS, SPONSORS, AND VOLUNTEERS.

Furthermore, We agree to indemnify and hold harmless the Keep Lewisville Beautiful, and/or its officers, agents, servants, employees, successors, assigns, sponsors, or volunteers from any liabilities or damages we may suffer as a result of claims, demands, costs, or judgments against the KLB and/or, its officers, agents, servants, or employees, created by, or arising out of the agreement herein designated above and from my participation as a volunteer. If KLB, and/or, its agents, officers, servants, employees, successors, assigns, sponsors, or volunteers in the enforcement of any part of this indemnity agreement, shall incur necessary expenses, or become obligated to pay attorney's fees or court costs, We agree to reimburse KLB, and/or its agents, officers, servants, employees, successors, assigns, sponsors, or volunteers for such expenses, attorney's fees, or court costs within thirty days after receiving written notice from KLB, and/or its agents, servants, employees, successors, officers, sponsors, assigns, or volunteers of the incurring of such expenses, costs, or obligations.

Additionally, We shall fully defend, protect, indemnify, and hold harmless KLB, and/or agents, officers, servants, employees, successors, assigns, sponsors, or volunteers from and against each and every claim, demand, or cause of action and any and all liability, damages, obligations, judgments, losses, fines, penalties, costs, fees, and expenses incurred in defense of the KLB, and/or its agents, officers, servants, or employees, including, without limitation, personal injuries and death in connection therewith which may be made or asserted by us, our agents, our successors, my assigns, or any third parties on account of, arising out of, or in any way incidental to or in connection with the performance of this agreement and from our participation as a volunteer, INCLUDING, BUT NOT LIMITED TO, CLAIMS AND DAMAGES ARISING IN WHOLE OR IN PART FROM THE NEGLIGENCE OF KLB AND/OR THE PARTIES TO THIS AGREEMENT. IT IS UNDERSTOOD AND AGREED THAT THE INDEMNITY PROVIDED FOR IN THIS SECTION IS AN INDEMNITY EXTENDED BY THE VOLUNTEER TO INDEMNIFY AND PROTECT KLB AND/OR ITS AGENTS, OFFICERS, SERVANTS, OR EMPLOYEES FROM THE CONSEQUENCES OF THE NEGLIGENCE OF THE KLB AND/OR ITS AGENTS, OFFICERS, SERVANTS, OR EMPLOYEES, WHETHER THAT NEGLIGENCE IS THE SOLE OR CONTRIBUTING CAUSE OF THE RESULTANT INJURY, DEATH, AND/OR DAMAGE.

We further authorize the KLB employee or agent supervising this activity to secure medical care for us in the event of injury. We promise to assume liability for payment, and hold harmless KLB, its officers, employees, sponsors, volunteers, or agents, of medical expenses arising from said medical care for said injury.

We hereby give KLB the right to photograph, televise, film, and sound record our acts, appearances, and utterances of us and to use any descriptive words or names, including our name in conjunction therewith and without limit as to the time, to produce and reproduce the same or any part thereof by any method, and to use for any purpose which KLB deems proper. All such photographs, teletapes, films, and sound recordings shall be the exclusive property of KLB, and we hereby relinquish all rights, title, and interest therein. We, the undersigned, have read this release and indemnification and understand all its terms. We execute it voluntarily and with full knowledge of its significance.

SIGNED THIS THE _____ day of _____, 20____.

GROUP LEADER SIGNATURE _____



KEEP LEWISVILLE BEAUTIFUL GROUP ROSTER (PLEASE PRINT)

GROUP NAME _____

GROUP LEADER _____ PHONE _____

ADDRESS _____ CITY, ZIP _____

EMAIL _____

PLEASE LIST ALL GROUP MEMBERS:

- 1 _____ 8 _____ 15 _____
- 2 _____ 9 _____ 16 _____
- 3 _____ 10 _____ 17 _____
- 4 _____ 11 _____ 18 _____
- 5 _____ 12 _____ 19 _____
- 6 _____ 13 _____ 20 _____
- 7 _____ 14 _____ 21 _____

Please return this form to the KLB office at your earliest convenience.