

Release And Waiver of Liability For Voluntary Services

WHEREAS, City of Dallas (hereinafter "Coordinator") is coordinating volunteer services on public right of way owned by the City of Dallas for the purpose of removing trash, solid waste and debris ("Work"): and,

WHEREAS, _____ (print name of volunteer), has volunteered to participate in the Work.

NOW, THEREFORE,

WITNESSETH:

I, _____ ("Volunteer"), hereby understand, certify and agree as follows:

1. I agree to abide by all the instructions given to me by the Coordinator and its agents.
2. That by virtue of providing volunteer services in the Work, **(a) I do not become an employee of the City of Dallas, and (b) I am not entitled to any benefits provided to City of Dallas employees, including health insurance, pension plans, unemployment compensation or worker's compensation.**
3. I understand that some or all of the Work will take place in public right of ways, such as streets. Consequently, I may be exposed to hazards including, but not limited to: animals, insects, vermin, snakes and other reptiles, medical waste, unlabeled containers, broken glass, tree limbs, overgrowth, poisonous plants and vehicular traffic. **I EXPRESSLY RELEASE THE CITY OF DALLAS, AND ITS OFFICERS, EMPLOYEES AND AGENTS FROM ANY LIABILITY FOR INJURY OR DEATH (INCLUDING BUT NOT LIMITED TO, ANY NEGLIGENCE CLAIMS AND WRONGFUL DEATH CLAIMS PURSUANT TO 871.021, TEXAS CIVIL PRACTICE AND REMEDIES CODE, AS AMENDED) AND/OR DAMAGE TO MY PROPERTY RESULTING FROM MY VOLUNTEER PARTICIPATION IN THE WORK, REGARDLESS OF WHETHER THE DAMAGE OR INJURY WAS CAUSED BY AND/OR CONTRIBUTED TO IN ANY WAY BY NEGLIGENCE OR FAULT OF THE CITY OF DALLAS, OR ITS OFFICERS, AGENTS OR EMPLOYEES.**
4. I further understand that because the Work will be performed in public right of ways, for my own protection, I shall be required to wear protective clothing, including, but not limited to, long-sleeved shirts, long pants, sturdy work-type shoes and work gloves.
5. I understand and agree that execution of this Release and Waiver of Liability for Voluntary Services does not constitute a release or waiver by the City of Dallas of the defense of governmental immunity, or any other legal defense, which may be applicable with respect to any claim, which may arise against the City of Dallas.

EXECUTED THIS _____ day of _____ 2008.

BY _____
Volunteer's signature (If 18 yrs. of age or Older)

BY _____
Parent, Guardian, or Authorized Supervisor (If under 18 yrs. of age.)