

[SEAL]

COUNTY OF HIDALGO VOLUNTEER WAIVER/RELEASE AGREEMENT

I, the volunteer, desire to participate in the _____ event activities. I understand that the activities may include but are not limited to: administrative duties, community outreach, outdoor activities, as well as other duties as assigned, as well as being transported to and from event site locations, consuming food, working in COUNTY OF HIDALGO, and other participatory related activities.

In consideration for being permitted to enter, observe, use or participate in the premises, facilities, equipment, and affiliated programs and activities, without respect to location, while volunteering with the COUNTY OF HIDALGO for the above referenced event, or for any purpose, I agree to the following:

Waiver and Release. I HEREBY RELEASE AND FOREVER DISCHARGE AND HOLD HARMLESS COUNTY OF HIDALGO, ITS AFFILIATES, DEPARTMENTS, OFFICES, OFFICERS, GOVERNING AUTHORITY, EMPLOYEES, VOLUNTEERS AND AGENTS FROM ANY AND ALL LIABILITY, CLAIMS, AND DEMANDS OF WHATEVER KIND OR NATURE, EITHER IN LAW OR IN EQUITY, WHICH ARISE OR MAY HEREAFTER ARISE FROM MY PARTICIPATION WITH COUNTY OF HIDALGO.

I UNDERSTAND AND ACKNOWLEDGE THAT THIS RELEASE OF LIABILITY DISCHARGES COUNTY OF HIDALGO FROM ANY LIABILITY OR CLAIM THAT I MAY HAVE AGAINST COUNTY OF HIDALGO WITH RESPECT TO ANY ECONOMIC OR NON-ECONOMIC LOSSES, LIABILITIES, DAMAGES, SUITS, ACTIONS, CLAIMS, ATTORNEY'S FEES, COSTS, EXPENSES, OR DEMANDS, RELATING IN ANY WAY TO BODILY INJURY, DEATH, OR PROPERTY DAMAGE THAT MAY RESULT FROM MY PARTICIPATION WITH ANY COUNTY OF HIDALGO VOLUNTEER EVENT(S), WHETHER CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE, GROSS NEGLIGENCE OR STRICT LIABILITY OF COUNTY OF HIDALGO, OR OTHERWISE, TO THE FULLEST EXTENT PERMITTED BY LAW. I ALSO UNDERSTAND THAT COUNTY OF HIDALGO 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, IN THE EVENT OF INJURY, ILLNESS, DEATH OR PROPERTY DAMAGE.

Medical Treatment. Except as otherwise agreed to by COUNTY OF HIDALGO in writing, I hereby release and forever discharge COUNTY OF HIDALGO from any claim whatsoever that

arises or may hereafter arise in account of any first-aid treatment or other medical services rendered during my time with COUNTY OF HIDALGO.

Assumption of the Risk. I understand that my time with COUNTY OF HIDALGO may include activities that may be hazardous to me, including, but not limited to, painting and landscaping activities, loading and unloading of heavy equipment and materials, and local transportation to and from event sites. So, I recognize and understand that my time with COUNTY OF HIDALGO may, in some situations, involve inherently dangerous activities. I hereby expressly and specifically assume the risk of injury or harm in these activities and release COUNTY OF HIDALGO from all liability for injury, illness, death, or property damage resulting from the activities of my time with COUNTY OF HIDALGO.

Photographic Release. I grant and convey unto COUNTY OF HIDALGO all right, title, and interest in any and all photographic images and video or audio recordings made by COUNTY OF HIDALGO during my work for COUNTY OF HIDALGO, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.

I expressly agree that this waiver/release of liability is intended to be as broad and inclusive as permitted by the laws of the State of Texas, and that this waiver/release of liability shall be governed and be interpreted in accordance with the laws of the State of Texas.

With my express understanding of the Agreement, I, on this _____ day of _____, 20____,

Sign here: _____

Volunteer: Name (please print) _____

Address: _____ City: _____ State: _____ Zip: _____

Phone: _____

Email: _____

Business/Organization/School Representing: _____

Emergency Contact: Name _____ **Phone:** _____

(Signature of parent/guardian or authorized representative if under age 18)