

# KEEP MCALLEN BEAUTIFUL

## CITY OF McALLEN RELEASE OF LIABILITY

I, the volunteer, desire to participate in Keep McAllen Beautiful activities. I understand that the activities may include but are not limited to Paint McAllen Beautiful, The Great American Cleanup, Project Clean Neighborhoods, tree planting, landscaping and other beautification activities, being transported to and from event site locations, consuming food, working in Keep McAllen Beautiful offices, 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, of Keep McAllen Beautiful for any purpose, I agree to the following:

1. I, for myself, my personal representatives, heirs and next of kin (hereinafter, "I"), warrant that I have inspected, considered, or immediately upon entering will inspect and consider Keep McAllen Beautiful facilities, and I accept Keep McAllen Beautiful facilities as being safe and reasonably suited for my entry, observation, use or participation.

**2. Waiver and Release. I HEREBY RELEASE AND FOREVER DISCHARGE AND HOLD HARMLESS KEEP MCALLEN BEAUTIFUL AND THE CITY OF MCALLEN, ITS AFFILIATES, BRANCHES, DIRECTORS, OFFICERS, EMPLOYEES, VOLUNTEERS AND AGENTS (HEREINAFTER COLLECTIVELY, "KMB") 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 KMB.**

**I UNDERSTAND AND ACKNOWLEDGE THAT THIS RELEASE OF LIABILITY DISCHARGES KMB FROM ANY LIABILITY OR CLAIM THAT I MAY HAVE AGAINST KMB 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 KMB EVENTS, WHETHER CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE, GROSS NEGLIGENCE OR STRICT LIABILITY OF KMB, OR OTHERWISE, TO THE FULLEST EXTENT PERMITTED BY LAW. I ALSO UNDERSTAND THAT KMB 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.**

**3. Insurance.** KMB expressly disclaims responsibility for providing any health, medical, or disability insurance coverage for KMB volunteers. EACH VOLUNTEER IS EXPECTED AND ENCOURAGED TO ARRIVE WITH MEDICAL OR HEALTH INSURANCE AND COVERAGE IN EFFECT.

**4. Medical Treatment.** Except as otherwise agreed to by KMB in writing, I hereby release and forever discharge KMB 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 KMB.

**5. Assumption of the Risk.** I understand that my time with KMB 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 KMB 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 KMB from all liability for injury, illness, death, or property damage resulting from the activities of my time with KMB.

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

**7. Other.** I expressly agree that this Release of Liability is intended to be as broad and inclusive as permitted by the laws of the State of Texas, and that this Release of Liability shall be governed and be interpreted in accordance with the laws of the State of Texas. I agree that in the event that any clause or provision of the Release of Liability shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of the Release of Liability, which shall continue to be enforceable.

To express my understanding of the Release of Liability,

I, (Signature): \_\_\_\_\_

On this date: (Today's Date): \_\_\_\_\_

\_\_\_\_\_  
Signature of parent/guardian or authorized representative required if under age 18) Today's Date: \_\_\_\_\_