

**CITY OF IRVING**  
**VOLUNTEER RELEASE FORM**

**PLEASE READ CAREFULLY**

I voluntarily have chosen to participate or allow my child/dependent to participate in the Butterfly Garden ("Project"), an event co-sponsored by the City of Irving, Texas (hereinafter the "City") or a City-related activity. I understand that the City of Irving, Texas, is a home rule municipality that sponsors a variety of activities. The Project, which I/my child/dependent seek to participate in and for which I/my child/dependent seek no compensation, involves the risk of injury or death. I agree that by participating in the Project, I am responsible for my/my child/dependent's safety and agree that I knowingly and voluntarily assume the risks involved in such activity.

In consideration of the City permitting me/my child/ my dependent to participate in the Project, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns, as follows:

- 1) **I agree to waive, release, hold harmless, and discharge from any and all liability the City, its elected or appointed officials, officers, agents, representatives, employees, and volunteers, from and against any and all claims and damages of every kind whether they be known or unknown or anticipated or unanticipated, for my injury or death and for damage to or loss of property arising out of or attributed to the Project, including but not limited to claims and damages arising in whole or in part from the negligence of the City and its elected or appointed officials, officers, agents, representatives, employees, and volunteers or wrongful death claims pursuant to Section 71.021 of the Texas Civil Practice and Remedies Code;**
- 2) I also agree to defend, indemnify, and hold harmless the City, its elected or appointed officials, officers, agents, representatives, employees, and volunteers, from any and all liability, claims, actions, suits, judgment, damages, and costs attributed to my/my child/dependent's participation in the activities described herein, including any injury or death and damage to or loss of property resulting therefrom. This Release shall bind my executors, administrators, heirs, next of kin, successors, assigns, and me;
- 3) I acknowledge that the City makes no representations or warranties, express or implied, as to the nature and hazards or absence thereof on the Project;
- 4) I recognize and agree that while participating in the Project that I/my child/dependent will not be an agent, servant or employee of the City, will not be entitled to wages or compensation of any sort, and will not be covered by the City's employee benefits, including worker's compensation;
- 5) I agree to abide by the rules and regulations of the City and the Project while participating in the Project;
- 6) I give permission for any photographs taken of myself or my child/dependent to be utilized in publications of the City; I do not claim any ownership interest in any photographs taken of myself/my child/dependent and do not wish to approve the finished versions of the photographs prior to use; and
- 7) I will not consider use of the information provided by me in volunteer forms for this Project or photographs taken of myself/my child/dependent to be an invasion of my/my child/dependent's privacy.
- 8) I agree that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Texas, and that if any portion of the agreement is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I understand and acknowledge that the City is acting in reliance upon agreements made by me in this Release in order to extend to me/my child/dependent the benefits of participation in the activities described herein and that, were I not willing to abide by the terms of this Release, such opportunity to participate in the activities described herein would not be extended to me/my child/dependent. I further understand and acknowledge that the City is acting in reliance upon representations made by me in this Release, and were I not willing to abide by the terms of this Release, the City's permission to participate in the activities described herein would not be extended to me/my child/dependent.

By signing this release, I state and declare that I have read the Release carefully, that I understand all of its terms, and that I voluntarily execute with full knowledge of its legal consequences.

Parents or Legal Guardians are required to sign for Minors.

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Printed Name of Minor if applicable)

Signed: \_\_\_\_\_

Date: \_\_\_\_\_