Westbury Community Garden Volunteer Program

Name _____**Organization:**_____

Address _____

Home phone _____**Cell/Work phone** _____

E-mail _____

ACKNOWLEDGMENT, WAIVER AND RELEASE

This form must be signed by each volunteer who will participate (*Participant*) in or otherwise be involved with the Westbury Community Garden Volunteer Program (*Program*) at the site of the Westbury Community Garden. Volunteers under age 18 must have this form signed by a parent of legal guardian.

I ACKNOWLEDGE and UNDERSTAND that I am volunteering my services to the *Program* gratuitously, without any express of implied promise by the *City* to compensate me for my services, and I ACKNOWLEDGE and UNDERSTAND that I am not entitled to, and will not receive, remuneration of any kind, including, but not limited to, salary or reimbursement for my transportation, parking, travel, or any other expenses whatsoever which may be incidental to my services as a volunteer for the *Program*.

I ACKNOWLEDGE and UNDERSTAND that I will be participating in the *Program* at my own risk. I affirm that I am physically fit and prepared to perform services in the *Program*. I will not create an unsafe situation for other individuals, or myself, nor will I use any tool or engage in any task with which I am not completely comfortable. I will abide by all applicable federal, state and local laws, as well as the rules and directions of the *Program* coordinators. If I see any situation that I feel is unsafe, I will call it to the attention of a safety coordinator.

IN CONSIDERATION OF *PARTICIPANT* BEING PERMITTED TO PARTICIPATE AND AS A CONDITION TO BEING ALLOWED TO PARTICIPATE IN THE *PROGRAM*, I, THE UNDERSIGNED, FOR AND ON BEHALF OF MYSELF, MY MINOR CHILD (IF APPLICABLE), MY HEIRS, EXECUTORS, ADMINISTRATORS AND ASSIGNS, HEREBY RELEASE, ACQUIT AND FOREVER DISCHARGE THE WESTBURY COMMUNITY GARDEN, THE WESTBURY AREA IMPROVEMENT CORPORATION, THE BRAYS OAKS MANAGEMENT DISTRICT, AND THE CITY OF HOUSTON, TEXAS, TOGETHER WITH ITS/THEIR FORMER AND PRESENT ELECTED AND APPOINTED OFFICIALS, DIRECTORS, LEGAL REPRESENTATIVES, AGENTS, SERVANTS, EMPLOYEES (IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES), VOLUNTEERS, SUCCESSORS, ASSIGNS, AND ALL AFFILIATED PERSONS AND ENTITIES (HEREINAFTER COLLECTIVELY *CITY*), OF, FROM AND AGAINST ANY AND ALL LIABILITIES OF EVERY KIND, CLAIMS, CAUSES OF ACTION, WHETHER AT LAW OR IN EQUITY, IN CONTRACT OR TORT, UNDER STATUTORY OR COMMON LAW OR PURSUANT TO THE TEXAS OR UNITED STATES CONSTITUTION(S) (INCLUDING ALL EXPENSES OF LITIGATION, COSTS, AND ATTORNEYS' FEES), KNOWN AND UNKNOWN, LOSSES, JUDGMENTS, FINES, DEMANDS, DAMAGES, LOSS OF USE OR SERVICES, OR INJURIES TO REAL AND/OR PERSONAL PROPERTY AND/OR PERSONS (INCLUDING DEATH) (COLLECTIVELY *CLAIMS*), CAUSED BY, ARISING OUT OF, TOUCHING UPON OR IN ANY WAY RELATING TO THE *PROGRAM* AND/OR THE PRESENCE, MALFUNCTION, MAINTENANCE, ADDITION, SUBSTITUTION, USE OR CONDITION OF ANY TANGIBLE PERSONAL OR REAL PROPERTY OWNED, LEASED, OPERATED, OR UTILIZED BY THE *CITY* IN CONNECTION WITH THE *PROGRAM* EVEN IF THE *CLAIM* IS THE RESULT OF THE ACTUAL OR ALLEGED SOLE NEGLIGENCE OF THE *CITY* AND/OR THE RESULT OF THE ACTUAL OR ALLEGED GROSS NEGLIGENCE OF THE *CITY*, AND/OR THE ACTUAL OR ALLEGED JOINT OR CONCURRENT NEGLIGENCE OF THE *CITY* AND ANY OTHER PERSON OR ENTITY, AND/OR THE ACTUAL OR ALLEGED STRICT, STATUTORY OR CONSTITUTIONAL LIABILITY OF THE *CITY*.

Finally, I hereby grant the *City* full and complete permission to use in legitimate promotions of the *Program* photographs, video shots and quotations from me. **THANK YOU FOR VOLUNTEERING!**

_____ **Date :**_____

Signature of *Participant*/Parent or Legal Guardian of *Participant*

Printed Name of *Participant* _____

Printed Name of Parent or Legal Guardian (if signing on behalf of a *Participant* under age 18) _____

vs 1-25-17