

CITY OF LUCAS
DON'T MESS WITH TEXAS TRASH-OFF
APRIL 4, 2020
ADULT VOLUNTEER RELEASE AND WAIVER OF LIABILITY

Name: _____

Address: _____
City, State & Zip

Phone: _____ Email: _____

School/Organization: _____

For good and valuable consideration including the privilege of serving as a volunteer for the Don't Mess with Texas Trash-Off cleanup event on April 4, 2020 (the "Event"), I, the undersigned Volunteer, and on behalf of my heirs, executors, and assigns (collectively referred to as "Volunteer"), do hereby release, indemnify and hold harmless the City of Lucas, Texas, its officers, agents, employees, contractors, third-party representatives and invitees (collectively referred to as "Lucas"), from any and all claims, damages, causes of action of any kind whatsoever, statutory or otherwise, for personal injury, including death, property damage and lawsuits and judgments, including court costs, expenses and attorneys' fees, and all other expenses that I have, or might have, known or unknown, now existing or that might arise hereafter, directly or indirectly, from my participation as a volunteer in the Event, and from any direction or instruction by Lucas personnel during periods of volunteer service and from any acts or omissions by any third-parties. It is further agreed that the execution of this Adult Release and Waiver of Liability shall not constitute a waiver by Lucas of the defense of Governmental Immunity, or to defenses predicated on the Texas Automobile Guest Statute, or any other defense recognized by the courts of this State.

I understand and acknowledge that the Event's volunteer service activities may occur outdoors and include strenuous activities. By signing below, I affirm that I am in physical condition to perform these volunteer tasks and activities. I acknowledge and agree to serve on a voluntary basis and not as an employee, contractor or agent of Lucas. I agree to observe and display a proper attitude at all times, and will make all reasonable effort to ensure to represent Lucas in an appropriate manner. I understand and acknowledge the limitations of a volunteer position and agree to forward all issues that I may encounter, outside those limitations, to the appropriate Lucas personnel for attention. As a volunteer, I understand that such service is without benefits or compensation. I also acknowledge and agree that my participation as a volunteer may be terminated at any time by Lucas personnel.

I understand that the privilege of serving as a volunteer at the Event shall be under the direction and control of Lucas personnel and agree to strictly comply with all Lucas rules, directives and regulations, written or otherwise, including any personal direction from Lucas personnel during any time that I am serving as a volunteer for Lucas. I agree to assume any and all risks associated with serving as a volunteer at the Event. By signing below, I acknowledge that I have read and understand Lucas's rules, directives and regulations, and agree to abide by them.

I further agree that photographs or pictures taken of me during my volunteer activities at the Event may be used by Lucas for promotional purposes in an activity guide, brochures, flyers, news releases or Lucas's website.

VOLUNTEER SIGNATURE

DATE