



Liability Waiver for Adults

I (Participant), for and in consideration of being allowed to participate in the City of Kyle's Adopt-a-Park/Trail Program (Event), do hereby for myself, as well as my personal representatives, assigns, heirs, and next of kin state, acknowledge, agree, warrant and represent as follows:

1. Participant understands the scope and nature of the Event. Participant understands that the Event will be conducted on property owned and maintained by the City of Kyle, Texas, that such property will be open to the public during the Event, and that the hazards associated with the cleanup activities to be performed during the Event, which may include, but are not limited to, picking up debris and materials (Activities), are to be expected.
2. Participant also understands that the Activities involve numerous risks and dangers of serious bodily injury ranging from minor injuries to severe injuries, which can include permanent disability, paralysis, and death. Participant further understands that the risks and dangers associated with the Activities may be caused by
 - (a) the actions or inaction of Participant and/or other persons participating in the Event,
 - (b) the conditions in which the Event takes place
 - (c) the negligence of one or more of the Released Parties identified herein, or
 - (d) third parties who are not participating in the Event.

Participant fully accepts and assumes all such risks and responsibility for any and all losses, costs, and damages Participant may suffer and/or incur as a result of observing or participating in the Event.

3. Participant hereby releases, discharges, and covenants not to sue, now or in the future, the City of Kyle; other participants in, and any sponsors and advertisers for the Event; owners or lessors of premises on which the Event takes place; and each of their respective administrators, agents, officers, members, volunteers, and employees (each of which are considered to be one of the "Released Parties" herein) from all liability, claims, demands, losses, or damages on account of Participant caused or alleged to be caused in whole or in part by the negligence of the "Released Parties" or otherwise, including negligent rescue operations. Participant further agrees that if, despite this release and waiver of liability, assumption of risk, and indemnity agreement I, or anyone on either or both of our behalves, makes a claim against any of the Released Parties, Participant will indemnify, save, and hold harmless each of the Released Parties from any litigation expenses, attorney's fees, loss, liability, damage or cost which any may incur as a result of such claim.

4. Participant hereby agrees to indemnify and hold harmless the Released Parties against any and all claims, demands or causes or action which the participant may hereafter have, or which may be asserted by myself or any other person, firm or corporation acting in my behalf, growing out of or resulting from any alleged injury or damage in connection with the above-described accident. Participant does hereby bind him/herself, his/her heirs, administrators and executors to reimburse, pay and make good to the Released Parties and judgment, including attorneys' fees or other expenses paid or incurred, as a result thereof which may be rendered in favor of Participant, the Released Parties, their respective administrators, officers, members, and volunteers from all liability, claims, demands, losses, or damages caused or alleged to be caused in whole or in part by the actions, inactions or negligence of Participant.

Participant has read this agreement, fully understands its terms, understands that Participant has given up substantial rights by signing it and has signed it freely and without any inducement or assurance of any nature and intends it to be a complete and unconditional release of all liability to the greatest extent allowed by law and agrees that if any portion of this agreement is held to be invalid the balance, notwithstanding, shall continue in full force and effect.

X _____
Signature

X _____
Print Name

Phone Number: _____

E-mail Address: _____

Date: _____

Affiliation: _____

Contact information:

City of Kyle Parks and Recreation Department:

Aimee Garcia Recreation Programmer

Office: 700 Lehman Rd Kyle, TX 78640

Email: agarcia@cityofkyle.com

Phone: 512-262-3939

Return agreement by: Email or In-person delivery