



# Liability Waiver for Minors

I (Parent / Guardian), of the above-named minor child, (Minor) for and in consideration of allowing the Minor to participate in the City of Kyle's Adopt-a-Park/Trail program, do hereby for myself, and on behalf of the Minor as well as our personal representatives, assigns, heirs, and next of kin state, acknowledge, agree, warrant and represent as follows:

1. Parent / Guardian understands the scope and nature of the Event. Parent / Guardian understands that the Event will be conducted on property owned and maintained by the City of Kyle, 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. Parent / Guardian 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. Parent / Guardian further understands that the risks and dangers associated with the Activities may be caused by
  - (a) the actions or inaction of the Minor 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.

Parent / Guardian further understands that there may be other risks and economic losses either unknown or not readily foreseeable at this time. Parent / Guardian fully accepts and assumes all such risks and responsibility for any and all losses, costs, and damages suffered by the Minor and/or which Parent / Guardian may incur as a result of the Minor observing or participating in the Event.

3. Parent / Guardian 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 myself or the Minor caused or alleged to be caused in whole or in part by the negligence of the "Released Parties" or otherwise, including negligent rescue operations. Parent / Guardian further agrees that if, despite this release and waiver of liability, assumption of risk, and indemnity agreement I, the Minor, or anyone on either or both of our behalves, makes a claim against any of the Released Parties, Parent / Guardian will indemnify, save, and hold harmless each of the Released Parties from any litigation expenses, attorney fees, loss, liability, damage or cost which any may incur as a result of such claim.

4. Parent / Guardian hereby agrees to indemnify and hold harmless the Released Parties against any and all claims, demands or causes or action which the Parent / Guardian and/or the Minor has or may hereafter have, or which may be asserted by myself or the Minor or any other person, firm or corporation acting in my or the Minor's behalf, either before or after the Minor has reached the age of majority, growing out of or resulting from any alleged injury or damage to the Minor in connection with the above-described accident. Parent / Guardian, both individually and in his/her capacity as the next friend, parent and/or guardian of the person and property of the Minor does hereby bind him/herself, their 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 the Minor, 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 Parent / Guardian and the Minor.

Parent / Guardian has read this agreement, fully understands its terms, understands that Parent / Guardian and the Minor, for which Parent / Guardian is signing, have given up substantial rights by signing it and further, Parent / Guardian affirmatively states that s/he 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 \_\_\_\_\_

**Parent/ Guardian Signature**

X \_\_\_\_\_

**Parent/Guardian Printed Name**

X \_\_\_\_\_

**Printed Minor's Name**

X \_\_\_\_\_

**Minor's Signature**

**Parent/Guardian**

**Email Address** \_\_\_\_\_

**Parent/Guardian**

**Phone Number:** \_\_\_\_\_

**Contact information:**

City of Kyle Parks and Recreation Department:

**Aimee Garcia** Recreation Programmer

**Office:** 700 Lehman Rd Kyle, TX 78640

**Email:** [agarcia@cityofkyle.com](mailto:agarcia@cityofkyle.com)

**Phone:** 512-262-3939

*Return agreement by: Email or In-person delivery*