

Waiver of Liability and Hold Harmless Agreement
Volunteer Services for Holiday Magic 2008

1. In consideration for being selected to serve as a Volunteer for the Town of Poetry, I hereby RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE the Town of Poetry, Texas, their officers, servants, agents, or employees, (hereinafter referred to as Town) from or related to any and all liability, claims, demands, actions, and causes whatsoever arising out of or related to any loss, damage or injury, including death, that may be sustained by me or to any property belonging to me, or otherwise, while participating in such Activity, or while in, on or upon the premises where the Activity is being conducted.

2. I am fully aware of the risks and hazards connected with the Activity, and I hereby elect to voluntarily participate in said Activity, and to engage in such Activity knowing that the activity may be hazardous to me and my property. I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISK OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH, that may be sustained by me, as a result of being engaged in such Activity.

3. INDEMNIFICATION. I further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS the Town from any loss, liability, damage or costs, including court cost and attorney's fees that the Town may incur due to my participation in said Activity.

4. It is my express intent that this Agreement shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased or incapacitated, and shall be deemed as a RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE the Town of Poetry. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of Texas.

IN SIGNING THIS RELEASE, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Waiver of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this Release for full, adequate and complete consideration fully intending to be bound by the same.

IN WITNESS WHEREOF, I have hereunto set my hand on this ____ day of _____, 202_.

WITNESS:

Volunteer