Clean Up Weston
VOLUNTEER RELEASE OF LIABILITY

I, the volunteer, desire to participate in the "Clean Up Weston" activities. I understand that the activities may include but are not limited to Keep Texas Beautiful, The Great American Cleanup, Project Clean Neighborhoods, tree planting, landscaping and other beautification activities, transporting to and from event site locations, consuming food, and other participatory related activities.

In consideration for being permitted to participate in the affiliated programs and activities, without respect to location, of Clean Up Weston for any purpose, I agree to the following:

1. **WAIVER AND RELEASE.** I hereby release and forever discharge and hold harmless the volunteer Beautification and Historical Designation Advisory Committee and the City of Weston, Texas, its affiliates, officers, representatives, employees, volunteers and agents (hereinafter collectively,"CUW") from any and all liability, claims, and demands of whatever kind or nature, which arise or may hereafter arise from my participation in this activity.

2. I understand and acknowledge that this Release of Liability discharges CUW from any claim that I may have with respect to any economic or non-economic losses, liabilities, damages, suites, actions, claims, attorney's fees, costs, expenses, or demands, relating in any way to bodily injury, death, or property damage that may result from my participation, whether caused in whole or in part by the negligence, gross negligence or strict liability of CUW, or otherwise, to the fullest extent permitted by law. I also understand that CUW does not assume any responsibility for or obligation to provide financial assistance or other assistance, including but not limited to medical, health, or disability insurance, in the event of injury, illness, death or property damage.

3. **Insurance.** CUW expressly disclaims responsibility for providing any health, medical, or disability insurance coverage for CUW volunteers. EACH VOLUNTEER IS EXPECTED AND ENCOURAGED TO ARRIVE WITH MEDICAL OR HEALTH INSURANCE AND COVERAGE IN EFFECT.

4. **Medical Treatment.** Except as otherwise agreed to by CUW in writing, I hereby release and forever discharge CUW from any claim whatsoever that arises or may hereafter arise in account of any first-aid treatment or other medical services rendered during my volunteering with CUW.

5. **Assumption of Risk.** I understand that my time with CUW may include activities that may be hazardous to me, including, but not limited to, painting and landscaping activities, loading and unloading of heavy equipment and materials, and local transportation to and from event sites. So, I recognize and understand that my time with CUW may, in some situations, involve inherently dangerous activities. I hereby expressly and specifically assume the risk of injury or harm in these activities and release CUW from all liability for injury, illness, death, or property damage resulting from the activities of my time with CUW.

6. **Photographic Release.** I grant and convey unto CUW all right, title, and interest in any and all photographic images and video or audio recordings made by CUW during my work for CUW, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.

7. **Other.** I expressly agree that this Release of Liability is intended to be as broad and inclusive as permitted by the laws of the State of Texas, and that this Release of Liability shall be governed and be interpreted in accordance with the laws of the State of Texas. I agree that in the event that any clause or provision of the Release of Liability shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of the Release of Liability, which shall continue to be enforceable.

My signature below expresses my understanding of the Release of Liability:

Name of CUW Volunteers (please list all family members participating / age):

_____   _____

_____   _____

_____   _____

_____   _____

_____   _____

Signature of primary parent/guardian or authorized representative/primary family member:

_____

On this date: (Today's Date):_____