**CITY OF LIVE OAK VOLUNTEER RELEASE**

**ANIMAL CONTROL DEPARTMENT**

The undersigned desires to participate as a volunteer with the City Animal Control Department operated by the City of Live Oak (City).

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, understand that the volunteer work will require some physical effort (bending, lifting, walking, kneeling, etc.) and the use of materials, handling of and exposure to various animals. I agree that I will perform in conformance with the City and the Animal Control’s Policies and Procedures, Standard Operating Procedures, and the City and Volunteer Handbook I am in good health and able to acknowledge these conditions. I am fully aware of risks and hazards connected with being on the premises and participating in the activities, and I am fully aware that there may be risks and hazards unknown to me connected with being on the premises and participating as a volunteer, and I hereby elect to voluntarily participate in the activities, to enter upon the designated premises and engage in activities knowing that conditions may be hazardous, or may become hazardous or dangerous to me.

 I further hereby agree to indemnify and save and hold harmless the releasees and each of them, from any loss, liability, damage or costs they may incur due to my participation in the activities, whether caused by the negligence of any or all of the releasees, or otherwise. It is my express intent that this Release shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a Release, Waiver, Discharge and Covenant Not to Sue the above named releasees.

In consideration of the City allowing my volunteer participation to assist at the City’s Animal Control Department, I, along with my agent, heirs, assigns, personal representatives or estate, RELEASE, WAIVE AND FOREVER DISCHARGE AND COVENANT NOT TO SUE the City, its officers, servants, agents, employees and insurers, including but not limited to the Texas Municipal League Intergovernmental Risk Pool (hereinafter referred to as “releasees”) from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or relating to any loss, damage or injury, including death, that may be sustained by me, or to any property belonging to me, whether caused by the negligence of the releasees, or otherwise, while participating in the activities or tasks in the Animal Control Office or other Animal Control tasks either while in, on or upon the premises or outside of the premises where the activities are being conducted, while in transit to or from the premises, or in any place or places connected with the activities. I VOLUNTARILY AGREE, COVENANT AND PROMISE TO ACCEPT AND ASSUME ALL RESPONSIBILITIES AND RISK OF INJURY, DEATH, ILLNESS OR DISEASE to myself and my property whether caused by the negligent of releasees or otherwise from my participation as a volunteer. I agree to HOLD HAMRLESS AND INDEMNIFY each of the releases based on any claims, fees or costs incurred based on my participation as a volunteer in the Animal Control Department. This agreement is performable in Live Oak, Bexar County, Texas.

In signing this release, I acknowledge and represent that:

1. I have read the foregoing release, understand it, and sign it voluntarily as my own free act and deed;
2. No oral representation, statements or inducements, apart from the foregoing written agreement have been made;
3. I am at least eighteen (18) years of age and fully competent or if a minor my parent(s) or guardian(s), by their signatures below, indicate they have fully read and understand this waiver and indicate, on behalf of their minor child, their full and unqualified consent to the terms of this waiver;
4. I execute this Release for full, adequate and complete consideration fully intending to be bound by same;
5. I acknowledge that I will not be entitled to any compensation for my services, I will not be an employee of the City, and I will not be entitled to any benefits from the City;
6. I understand and agree that the work for this project will be completed under the direction of City personnel and that I am responsible for following their direction, including to follow all safety precautions; and
7. I understand and agree that no particular hours of service are guaranteed for the volunteer work at with the City, that the City may determine at any time that is no longer needs such volunteer services performed, and that I may decide at any time to end my volunteer activities for the City.
8. It is my understanding that the City consents to having me participate in the program on public property. In the event entry is to be on private property, the City will first obtain the consent of the appropriate party to allow entry on private property as necessary.

PARTICIPANT NAME: \_\_

PARTICIPANT SIGNATURE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

PHONE NUMBER: \_\_

EMERGENCY CONTACT:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ EMERGENCY PHONE: \_\_\_\_\_\_\_\_\_\_\_\_

I am over 18 years old \_\_\_\_\_\_

I am under 18 years old \_\_\_\_\_

Parent/Guardian Name:

Parent/Guardian Signature:

Date: \_\_\_\_\_\_\_\_\_\_\_

Acceptance of Minor as Volunteer: Date:

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City of Live Oak Official Signature