

STATE OF TEXAS
COUNTY OF DALLAS

§
§
§

WAIVER, RELEASE AND COVENANT NOT TO SUE

I, _____, the undersigned (“Releaser”), have voluntarily chosen to participate, in the {NAME OF YOUR PROJECT OR PROGRAM} (the “Project”) sponsored by the {NAME OF PROJECT TEAM and NEIGHORHOOD GROUP } (the “Team”) in the City and County of Dallas, Texas.

For and in consideration of the permission given by the Team to perform work on the Project (for which work I agree no compensation shall ever be sought by me against the Team), I hereby forever release and discharge the Team, the City of Dallas, its officers, agents, and employees, the Texas Department of Transportation, its officers, agents, and employees, my co-volunteers, and any and all agencies sponsoring my work (“releasees”), in both their public and private capacities, from any and all actions, causes of action, claims, demands, damages, costs, loss of services, expenses and compensation on account of, or in any way growing out of, any and all known and unknown, anticipated or unanticipated, personal injury and property damage (including but not limited to any negligence claims and wrongful death claims pursuant to §71.921, Texas Civil Practice and Remedies Code, as amended) resulting or to result from participation in the project. I further agree and covenant, in consideration of the permission granted above, never to file any claim, lawsuit or other proceeding, whether judicial or administrative, against the releasees for any personal injury, property damage, wrongful death or other injury suffered by me (including but not limited to any negligence claims and wrongful death claims pursuant to §71.921, Texas Civil Practice and Remedies Code, as amended) that may arise or result from my participation in the project.

I realize that working on the Project or any aspect of the Project may involve the use of tools as well as other risks and hazards. I will be working around other participants who may not be accustomed to this type of labor. I hereby assume sole responsibility for all such risks and hazards and waive all claims against the Releasees as provided above.

I recognize and acknowledge that the Team makes no representations or warranties, express or implied, as to the nature and hazards or absence thereof on the Project or at the Project site. I further recognize and agree that while participating in work on the Project that I will **NOT** be an agent, servant or employee of the Team.

I am 18 years of age or older; if I am younger than 18 years of age, my parent or guardian is executing this Waiver, Release, and Covenant Not to Sue and my parent or guardian, by his or her execution of this document, consents to all of the terms of this Waiver, Release, and Covenant Not to Sue.

I (and my parent or guardian if I am younger than 18 years of age) have carefully read the foregoing release and know and understand the contents thereof. I (and my parent or guardian if I am younger than 18 years of age) sign this release voluntarily as my own free act, with full knowledge of its significance, intending to be legally bound thereby.

EXECUTED on _____, 20_____.

Releaser

Releaser’s Parent or Guardian if Releaser is under the age of 18