ADOPT-A- STATION PROGRAM GUIDELINES
VOLUNTEER WAIVER AND RELEASE

This form must be signed by or on behalf of all volunteers who will participate (Participant) in or otherwise be involved with providing volunteer service for the Adopt-A-Fire Station Program (Program) pursuant to City of Dallas Ordinance #_____. Volunteers under age 18 must have this form signed by a parent or legal guardian (in such event, all references herein to "I" shall be deemed to refer to the volunteer who is under age 18).

I understand that I will be providing volunteer service for the *Program* and will be participating at my own risk. I acknowledge that my participation is voluntary. I further acknowledge that the *Program* will occur at a City of Dallas Fire Station and that the Fire Station may be a potentially dangerous place. I affirm that I am physically fit and prepared to provide volunteer services.

I will not create an unsafe situation for other individuals or myself nor will I use any tool or engage in any task with which I am not completely comfortable. I will abide by all applicable federal, state and local laws, as well as the rules and directions of the Captain of the Fire Station or his designated representative (*Captain*). If I see any situation that I feel is unsafe, I will call it to the attention of the *Captain*. I understand that trained medical personnel may be at the Fire Station to provide medical treatment in the event of an injury and to assist in arranging transportation to nearby medical facilities if necessary.

IN CONSIDERATION OF PARTICIPANT BEING PERMITTED TO PARTICIPATE AND AS A CONDITION TO BEING ALLOWED TO PARTICIPATE IN THE PROGRAM, I, THE UNDERSIGNED, FOR AND ON BEHALF OF MYSELF, MY MINOR CHILD (IF APPLICABLE), MY HEIRS, EXECUTORS, ADMINISTRATORS AND ASSIGNS, HEREBY RELEASE, ACQUIT AND FOREVER DISCHARGE THE CITY OF DALLAS, TEXAS, TOGETHER WITH THEIR RESPECTIVE OFFICERS, DIRECTORS, FORMER AND PRESENT ELECTED AND APPOINTED OFFICIALS, LEGAL REPRESENTATIVES, AGENTS, SERVANTS, EMPLOYEES (IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES), VOLUNTEERS, SUCCESSORS, AND ASSIGNS (HEREINAFTER COLLECTIVELY DALLAS), OF, FROM AND AGAINST ANY AND ALL LIABILITIES OF EVERY KIND, CLAIMS, CAUSE OF ACTION, WHETHER AT LAW OR PURSUANT TO THE TEXAS OR UNITED STATES CONSTITUTION(S) (INCLUDING ALL EXPENSES OF LITIGATION, COSTS, AND ATTORNEYS=FEES), KNOWN AND UNKNOWN, LOSSES, JUDGEMENTS, FINES, DEMANDS, DAMAGES, LOSS OF USE OR SERVICES, OR INJURIES TO REAL AND/OR PERSONAL PROPERTY AND/OR PERSONS (INCLUDING DEATH) (COLLECTIVELY *CLAIMS*), AND I FURTHER AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS *DALLAS*, OF, FROM AND AGAINST ANY AND ALL *CLAIMS* ASSERTED BY ANY PERSON OR ENTITY AGAINST DALLAS WHETHER ARISING OUT OF, TOUCHING UPON OR IN ANY WAY RELATING TO THE PROGRAM AND/OR PRESENCE, MALFUNCTION, MAINTENANCE, ADDITION, SUBSTITUTION, USE OR CONDITION OF ANY TANGIBLE PERSONAL OR REAL PROPERTY OWNED, LEASED, OPERATED, OR UTILIZED BY *DALLAS* IN CONNECTION WITH THE *PROGRAM* EVEN IF THE *CLAIM* IS THE RESULT OF THE ACTUAL OR ALLEGED SOLE NEGLIGANCE OF *DALLAS*, AND/OR THE ACTUAL OR ALLEGED JOINT OR CONCURRENT NEGLIGANCE OF *DALLAS* AND ANY OTHER PERSON OR ENTITY, AND/OR THE ACTUAL OR ALLEGED STRICT, STATUTORY OR CONSTITUTIONAL LIABLITY OF *DALLAS*.

Finally, I hereby grant the City of Dallas full and complete permission to use in legitimate promotions of the Program photographs, video shots and quotations from me.

Signature of Participant/Parent or Legal Guardian of *Participant* **Print Name of *Participant***
Date

Printed Name of Parent or Legal Guardian (if signing on behalf of a participant under age 18)