

**RELEASE, INDEMNITY AND
HOLD HARMLESS AGREEMENT**

THE STATE OF TEXAS

§
§
§

KNOW ALL BY THESE PRESENTS:

COUNTY OF HARRIS

WHEREAS, _____, the undersigned wishes to **Volunteer** for Houston Fire Fest and participate in activities conducted by the City of Houston Fire Department (Houston) at the Val Jahnke Training Facility. ; **or**

I, _____, parent or legal guardian of _____, a minor child, hereby give my permission for my child to **Volunteer** for Houston Fire Fest and participate in activities conducted by the City of Houston Fire Department (Houston) at the Val Jahnke Training Facility.

WHEREAS, *Houston* is willing to allow such conduct and activity at the sole risk of the undersigned individual; and

NOW THEREFORE, IN CONSIDERATION OF ME AND/OR MY MINOR CHILD BEING PERMITTED TO PARTICIPATE IN THE EVENT, AT MY SPECIAL INSTANCE AND REQUEST, I FOR AND ON BEHALF OF MYSELF, MY HEIRS, EXECUTORS, ADMINISTRATORS AND ASSIGNS, RELEASE, ACQUIT AND FOREVER DISCHARGE THE CITY OF HOUSTON, TEXAS, TOGETHER WITH ITS FORMER AND PRESENT ELECTED AND APPOINTED OFFICIALS, LEGAL REPRESENTATIVES, AGENTS, SERVANTS, EMPLOYEES, VOLUNTEERS (IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES), SUCCESSORS AND ASSIGNS AND ALL AFFILIATED

PERSONS AND ENTITIES (HEREINAFTER COLLECTIVELY HOUSTON), OF, FROM AND AGAINST ANY AND ALL LIABILITIES OF EVERY KIND, CLAIMS, CAUSES OF ACTION, WHETHER AT LAW OR IN EQUITY, IN CONTRACT OR TORT, UNDER STATUTORY OR LOSSES, JUDGMENTS, FINES, DEMANDS, DAMAGES, LOSS OF USE OR SERVICES, OR INJURIES TO REAL AND/OR PERSONAL PROPERTY AND/OR PERSONS (INCLUDING DEATH) COLLECTIVELY CLAIMS), AND DO FURTHER AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS HOUSTON OF FROM AND AGAINST ANY AND ALL CLAIMS (INCLUDING ALL EXPENSES OF LITIGATION, COSTS, AND ATTORNEYS' FEES) ASSERTED BY ANY PERSON OR ENTITY AGAINST HOUSTON WHETHER ARISING OUT OF, TOUCHING UPON OR IN ANY WAY RELATING TO THE EVENT AND/OR THE PRESENCE, MALFUNCTION, MAINTENANCE, ADDITION, SUBSTITUTION, USE OR CONDITION OF ANY TANGIBLE PERSONAL, OR REAL PROPERTY OWNED, LEASED, OPERATED, OR UTILIZED BY HOUSTON IN CONNECTION WITH THE EVENT IF THE CLAIM IS THE RESULT OF THE ACTUAL OR ALLEGED SOLE NEGLIGENCE OF HOUSTON AND/OR THE RESULT OF THE ACTUAL OR ALLEGED JOINT OR CONCURRENT NEGLIGENCE OF HOUSTON AND ANY OTHER PERSON OR ENTITY AND/OR THE ACTUAL OR ALLEGED STRICT, STATUTORY OR CONSTITUTIONAL LIABILITY OF HOUSTON.

FURTHER, the undersigned individual acknowledges and accepts full responsibility for damages to the Equipment or any other property belonging to Houston.

I acknowledge that I have read this Release and that I understand the words and language in it.

I am the parent or legal guardian of the minor _____, and I am signing this Parent/Guardian Authorization and Hold Harmless Agreement on behalf of said minor.

Print Name of Parent/Guardian/Self: _____

Signature of Parent/Guardian/Self: _____

Date: _____