

RELEASE OF CLAIMS AND WAIVER OF LIABILITY



I the undersigned adult 18 years of age or older, binding my heirs, executors, administrators, estate and assigns, do hereby release and agree to hold harmless the City of Austin, its Parks and Recreation Department, the Austin Parks Foundation, and their respective directors, officers, agents, employees and representatives (collectively the "Park Parties"), from any and all actions, causes of actions, claims, demands, losses, liabilities, or damages based on injuries to my person, property, relations, or interests arising or resulting from my participation in the Event described below (including without limitation sickness or illness resulting from COVID-19 or any other cause), REGARDLESS OF WHETHER SUCH INJURIES (INCLUDING SICKNESS OR ILLNESS) WERE CAUSED BY THE ACTS OR OMISSIONS OF ANY OF THE PARK PARTIES OR ANY OTHER VOLUNTEER OR PARTICIPANT IN THE EVENT, AND REGARDLESS OF WHETHER ANY OF SUCH INJURIES (INCLUDING SICKNESS OR ILLNESS) WERE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF ANY OF THE PARK PARTIES OR EVENT VOLUNTEERS OR PARTICIPANTS. The foregoing release and waiver shall apply at all times during my participation in the Event and while traveling to and from the Event or any place at which activities associated with the Event are conducted.

By signing below, I acknowledge, attest, and verify that, to the best of my knowledge, my physical and mental condition and fitness are adequate for me to safely participate in any and all portions of the Event for which I have volunteered; further, I acknowledge and agree that if any health professional, physician, or any other qualified individual has advised me against full participation in any and all portions of the activities or the work environment typical of the Event, I knowingly accept and assume the risk of such performance and participation. I acknowledge and understand that I am participating in the Event on a purely voluntary basis. I agree to exercise reasonable care in connection with any work or activity of the Event and agree to take appropriate safety precautions to protect myself and others, as well as any and all City of Austin property, from damage or injury (including sickness or illness). I agree to promptly notify the City of Austin in the event I suspect or observe illegal, unprofessional, dangerous, or destructive conduct of any person in connection with the Event.

If I am under 18 years of age, my parent or legal guardian agrees to the above on my behalf and has signed below for me to indicate our joint acceptance of these terms.

In consideration of Austin Parks Foundation permitting my participation in the Event, I grant Austin Parks Foundation, and its successors and assigns, the unrestricted, irrevocable, transferable, and perpetual right to use and publish photographs of me, or in which I may be included, which reflect my attendance at or participation in the Event, for use on its social media and website, and for any other purpose and in any manner and medium. I hereby release Austin Parks Foundation and its successors and assigns from all claims and liability relating to said photographs.