



NEIGHBORHOOD MATCHING GRANT PROGRAM

Liability Waiver and Release Agreement

This Liability Waiver and Release Agreement (“Agreement”) is made this _____ day of _____, 20__, by _____ (“Volunteer”) for the benefit of the City of Arlington, Texas, (“City”).

WHEREAS, City has awarded a Neighborhood Matching Grant (“Grant”) to allow Volunteer to improve the neighborhood, which required Volunteer assistance; NOW, THEREFORE,

In order to fulfill the obligations under this Grant, the Volunteer agrees as follows:

By signing below as Volunteer, and in consideration of participating in the Neighborhood Matching Grant Program, I for myself and my minor child, my heirs, executors, representatives, administrators, and assigns, does hereby covenant and agree to waive all claims, and release, indemnify, and hold harmless the City of Arlington and all of its officials, officers, agents, employees and invitees in both their public and private capacities, from any and all liability, claims, suits, demands or causes of action, including all expenses of litigation and/or settlement which may arise by reason of injury to or death or debt of any person, or for loss of, damage to, or loss of use of any property arising out of or in connection with this contract. Such indemnity will apply whether the claims, suits, losses, damages, causes of action or liability, arise in whole or in part from the negligence of the City of Arlington or any of its officers, officials, agents, employees or invitees in both their public and private capacities whether said negligence is sole negligence, contractual comparative negligence, concurrent negligence, gross negligence, or any other form of negligence.

Volunteer understands that this waiver of liability and indemnification is intended to be as broad as possible and as inclusive as permitted by the laws of the State of Texas and that if any portion is held invalid then the balance shall continue in full legal force and effect. It is further understood that execution of this waiver of liability and indemnification will not constitute a waiver by CITY of the defense of governmental immunity, where applicable, or any other lawful defense. Volunteer signs this waiver and indemnification voluntarily and with full knowledge of its meaning and significance.

I have read this Agreement fully and understand its content and sign it of my own free will. I further certify that I am eighteen (18) years of age or older or the parent/legal guardian of a minor participant.

Printed Name: _____ Date: _____

Signature of Volunteer (or Volunteer’s Parent/Guardian)