



**CITY OF PFLUGERVILLE ACTIVITY PARTICIPATION
RELEASE, WAIVER OF LIABILITY & INDEMNITY AGREEMENT**

In consideration for the City of Pflugerville ("City") allowing me and/or my child to participate in City Activities, including without limitation, parks and recreation, aquatics or volunteer activities and/or City facility or property tours (hereinafter, the "City Activities") with the City of Pflugerville, Texas, I hereby agree to the terms of this release, waiver and indemnity agreement ("Agreement") as follows:

A. Acknowledgement of Terms of Participation and Risks

1. I fully understand and hereby acknowledge that City Activities have inherent risks, dangers and hazards and that my own or my child's participation in City Activities may result in injury, illness or death; and
2. These risks may be the result of inherent risks from participating in City Activities located indoors or outdoors or may be caused by the negligence of the City, its agents, contractors or employees, or the sponsors and donors for City Activities; and
3. I am fully aware of risks and hazards connected with participating in the City Activities. Further, I am fully aware that there may be risks and hazards unknown to me or the City that are associated with participating in City Activities, and I hereby elect to voluntarily participate in the City Activities, to enter upon City property and engage in City Activities knowing that conditions may be hazardous, or may become hazardous or dangerous to me, my child and/or our personal property.

B. Assumption of Risks

1. I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OR LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH, THAT MAY BE SUSTAINED BY ME OR MY CHILD, OR ANY LOSS OR DAMAGE TO PROPERTY, INCLUDING WITHOUT LIMITATION TO ANIMALS, OWNED BY ME OR MY CHILD, AS A RESULT OF PARTICIPATING IN CITY ACTIVITIES, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES, AS HEREINAFTER DEFINED, OR OTHERWISE.

C. Release and Waiver from Liability/Duty to Indemnify City

1. I, on behalf of myself, my child, my personal representatives, my equipment, my heirs and assigns, hereby RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE THE CITY, ITS OFFICERS, SERVANTS, AGENTS, EMPLOYEES, CONTRACTORS AND INSURERS, INCLUDING BUT NOT LIMITED TO THE TEXAS MUNICIPAL LEAGUE INTERGOVERNMENTAL RISK POOL (HEREINAFTER REFERRED TO COLLECTIVELY AS "RELEASEES") FROM ANY AND ALL LIABILITY, CLAIMS, DEMANDS, ACTIONS AND CAUSES OF ACTION WHATSOEVER ARISING OUT OF OR RELATING TO ANY LOSS, DAMAGE OR INJURY, INCLUDING DEATH, THAT MAY BE SUSTAINED BY ME OR MY CHILD, OR TO ANY PROPERTY, INCLUDING WITHOUT LIMITATION TO ANIMALS, BELONGING TO ME OR MY CHILD, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES, OR OTHERWISE, WHILE PARTICIPATING IN CITY ACTIVITIES, OR WHILE IN, ON OR UPON ANY PREMISES WHERE THE CITY ACTIVITIES ARE BEING CONDUCTED, WHILE IN TRANSIT TO OR FROM THE PREMISES, OR IN ANY PLACE OR PLACES CONNECTED WITH THE CITY ACTIVITIES.

