

RELEASE OF LIABILITY FORM (ADULT)

(Citizens Academy)

I, _____ (print name), the undersigned, being over the age of 18, have voluntarily chosen to access, use and/or participate at or on the properties and facilities located within the Town of Addison, Texas ("Town") for the purposes of, among other things, participating in the Town of Addison Citizens Academy ("Academy"). I fully understand that my access, use of, participation and/or activity in the Academy may result in serious injury, illness and/or death to my person and/or damage to my property, and that I may be asked to leave the Academy at any time by a representative of the Town. Although I appreciate these risks, I desire to access, use, and/or participate in the Academy without regard to the consequences. I assume full and complete responsibility for any injury, accident, incident and/or activity that may occur to me or my property, as applicable, in my access, use of, participation and/or activity in the Academy in the Town.

IN CONSIDERATION FOR MY ABILITY TO ACCESS, USE, AND/OR PARTICIPATE IN THE ACADEMY, I HEREBY AGREE TO RELEASE, ACQUIT, HOLD HARMLESS FOREVER DISCHARGE AND WAIVE ANY AND ALL CLAIMS THAT I MAY, NOW OR LATER, HAVE AGAINST THE TOWN AND ITS COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES, MEMBERS, HEIRS, LEGATEES, ADMINISTRATORS, EXECUTORS AND ASSIGNS, IN WHOLE OR IN PART, IN BOTH THEIR PRIVATE AND PUBLIC CAPACITIES, (HEREINAFTER COLLECTIVELY REFERRED TO AS "RELEASEES"). THIS SHALL INCLUDE THE RELEASE OF ANY AND ALL ACTIONS, CAUSES OF ACTIONS, CLAIMS, DEMANDS, DAMAGES, LAWSUITS, COSTS, LOSS OF SERVICES, EXPENSES AND COMPENSATION, WHETHER KNOWN OR UNKNOWN, ON ACCOUNT OF, OR IN ANYWAY ARISING OUT OF OR CONNECTED IN ANY MANNER WITH MY ACCESS, USE OF, PARTICIPATION AND/OR ACTIVITY IN THE ACADEMY, INCLUDING, BUT NOT LIMITED TO, LIABILITY, DAMAGES, INJURY (INCLUDING DEATH), PROPERTY DAMAGE, LEGAL FEES AND/OR COSTS CAUSED BY OR RELATED TO ANY NEGLIGENT OR INTENTIONAL ACT OF ANY RELEASEE.

I declare and represent that in making this release:

- (1) I rely wholly upon my own judgment, belief and knowledge of the nature of my decision to access, use and/or participate in the Academy; and
- (2) I have not been influenced to any extent whatsoever in making this release by any representations or statements made by any of the Releasees; and
- (3) I recognize and acknowledge that the Releasees, individually and/or collectively, make no warranties, express or implied, in the Academy; and
- (4) I recognize and agree that while accessing, using and/or participating in the Academy, I will not be an agent, servant or employee of the Releasees, and I will not be covered by the Releasees for any benefits, including, but not limited to, workers compensation and/or death and/or disability benefits.

I give my consent to the Town to publish, use, sell or assign any and all photographic portraits or pictures, television spots, movie films, videotapes, and/or sound records or any part thereof, that they may take or make of me during my participation in which I may be included in whole or in part, whether separate from or in conjunction with, illustrative or written manner, story or news item, motion pictures, television or radio spots, or for publicity, advertising or any other lawful purpose whatsoever, in conjunction with my name or in anonymity. I hereby waive any right I may have to inspect and/or approve the finished product or the advertising copy that may be used in connection therewith or the use to which it may be applied.

It is my express intention in signing this release to bind myself, my executors, my administrators, my heirs, my legatees and my assigns. This release is for the benefit of the Releasees and all others who may be liable to me for any damage, harm and/or injury to me (including death) or property arising out of my access, use of, participation and/or activity at the Academy.

It is further agreed that the execution of this release and acceptance of the same shall not constitute a waiver by the Town and its Council Members, officers, agents, representatives, employees, members, heirs, legatees, administrators, executors and assigns, in either their private or public capacity, of its/their governmental immunity and/or any other defense it may have at law and/or equity, whether state and/or federal. Acceptance of this release by the Town is not to be construed as an admission of any liability whatsoever by any or all of the Releasees.

I, the undersigned, have carefully read the foregoing and know and understand the contents thereof. I sign this release voluntarily as my own free act, with full knowledge of its significance, intending for me to be legally bound thereby.

I, the undersigned, understand that this release may be stored electronically and agree that a copy is authentic and admissible as evidence in any future dispute or proceeding.