



THE STATE OF TEXAS
COUNTY OF COLLIN

**WAIVER OF LIABILITY
RELEASE, INDEMNIFICATION
AND HOLD HARMLESS AGREEMENT**

(Adult)

That I, the undersigned, a private person, for and in sole consideration of the privilege of participating in the **City of Plano Community Cleanup Program**, to be held **April 15, 2023** do hereby voluntarily and freely execute this Waiver of Liability, Release, Indemnification and Hold Harmless Agreement.

(Minor-Anyone under the age of 18)

That I, the undersigned, a parent/guardian of minor child, undersigned, for and in sole consideration of the privilege of participating in the **City of Plano Community Cleanup Program** to be held on **April 15, 2023**, do hereby voluntarily and freely execute this Waiver of Liability, Release, Indemnification and Hold Harmless Agreement.

By signing this Waiver of Liability, Release, Indemnification and Hold Harmless Agreement, I do hereby agree to assume the risks and dangers attendant to such activity, including but not limited to property damage and/or personal injury resulting from the acts of third parties, whether caused by errors, omissions, or negligent acts of third parties or myself; property damage, and/or personal injury to me resulting from my own activities, errors, omissions, or negligent acts; property damage and/or personal injury to others resulting from my own activities, errors, omissions or negligent acts.

I do hereby waive all claims, release, indemnify, defend and hold harmless the City of Plano and all of its departments, officials, officers, agents and employees, in both their public and private capacities, from any and all liability, claims, suits, demands, expenses of litigation or causes of action which may arise by reason of injury to persons or loss of, damage or loss of use by any property occasioned by error, omission or negligent act of myself or any other persons with regard to this Agreement, and I will, at my own cost and expense, defend and protect the City of Plano against any and all such claims and demands.

I do hereby further agree to indemnify, defend and hold harmless the City of Plano and all of its departments, officials, officers, agents, employees, from and against any and all claims, losses, damages, causes of action, suits and liability of every kind, including all expense of litigation, including but not limited to court costs and attorney fees for death, personal injury or debt of any person; or for loss, damage to or loss of use of any property arising out of or in connection with this Agreement. Such indemnity shall apply whether the claims, losses, damages, causes of action, suits or liability arise in the whole or in part from the negligence of the City of Plano, its departments, officers, officials, agents or employees. It is the express intention of the parties hereto, both myself and the City of Plano, that the indemnity provided for in this paragraph is indemnity by the undersigned to indemnify and protect the City of Plano from the consequences of the City of Plano's own negligence, whether that negligence is the sole or concurring cause of injury, death or damage.

It is further agreed that the execution of this Waiver of Liability, Release, Indemnification and Hold Harmless Agreement will not constitute a waiver by the City of Plano of the defense of governmental immunity, where applicable, or any other defense recognized at law or equity.

I, the undersigned have read this Waiver of Liability, Release, Indemnification and Hold Harmless Agreement and understand its terms. I execute it voluntarily and with full knowledge of its significance.

Adult/Parent Signature Adult/Parent Printed Name Minor Name, if applicable Date

Adult/Parent Signature Adult/Parent Printed Name Minor Name, if applicable Date

