

END OF SUMMER POOL PARTY

August 13, 2016

6:30-8:30pm

WAIVER OF LIABILITY, RELEASE, AND INDEMNITY AGREEMENT – MINOR

I, the undersigned _____, the legal parent and guardian of _____, a minor, as an inducement to the City of Carrollton to allow the said minor to participate in its recreation program and for and in consideration of the City of Carrollton granting the privilege to the said minor to participate in the said program and recognizing that recreational activity involves certain inherent dangers, including but not limited to the possibility of physical danger, harm, accidents, and injuries, do hereby agree to and do assume any and all risks arising from any incident, action, occurrence, or activity occurring on public, private, or other property, which affect the said minor or us in any manner whatsoever, and do hereby release and agree to hold agents, and employees, in both their official and individual capacities, from any and all liability, claims (including claim for attorneys' fees and costs of court), suits, demands, or causes of action or alleged causes of action, belonging to the said minor or to us as parents and guardians, which may arise, or may be alleged to have arisen, in any manner whatsoever from the said minor's participation in the multiple program(s), including, but not limited to, any claims, suits, demands, or causes of action arising out of the transportation of said minor child, the administration of medication to said child, or emergency medical treatment waiver, provided to said minor, and specifically including liability, claims, suits, demand, or causes of action which arise, or which allegedly arose, from the sole negligence of acts or omissions of the City of Carrollton, its offices, agents, employees, or officials.

We voluntarily choose to allow the said minor to participate in this program for educational, recreational, and personal reasons without promise, expectation, or receipt of monetary compensation. I do hereby grant and give these groups the right to use my or my child's photograph or image with or without my child's name both single and in conjunction with other persons or objects for any and all purposes including but not limited to private or public presentations, advertising, publicity and promotion relating thereto I warrant that I have the right to authorize the foregoing uses and do hereby agree to hold the Carrollton Public Library harmless of and from any and all liability of whatever nature which may arise out of result from such uses.

It is further agreed that the execution of this release shall not constitute a waiver by the City of Carrollton, its officers, agents, officials, and employees, of the defense of governmental immunity, where applicable, or to defenses predicated on the Texas Automobile Guest Statute, Chapter 72 of the Texas Civil Practice and Remedies Code, or any other defense, claim, cause of action or assertion of any kind or nature recognized by any court of law, administrative agency, or other entity.

We certify that we have read the foregoing instrument, that we understand its terms and conditions, that we make this waiver voluntarily, and that we have not relied upon any representations made by the City of Carrollton, or its officers, agents, officials, or employees in signing this release. We further certify that we understand that in making this waiver of liability and indemnity agreement we are making a decision of substantial legal significance concerning our minor child and ourselves.

Parent/Guardian Signature

Parent/Guardian Printed Name

Date