



**CITY OF BRENHAM
RELEASE AND INDEMNIFICATION FOR MINOR PARTICIPANTS**

I, _____, am allowing my child to participate in City activities. I and on behalf of my child, voluntarily and knowingly execute this release and indemnification with the express intention of effecting the extinguishment of any and all claims against the City of Brenham, Texas, its departments, officers, employees, agents, successors, assigns, sponsors and volunteers assisting in City activities, which may result from the agreement as herein designated above. Being over the age of 18 years and being of sound mind, I hereby request that the City of Brenham permit and allow my child to participate in activities for the City, including but not limited to riding in City owned vehicles. As part of my child's participation, they will be allowed access to various City facilities and may be allowed to use certain equipment. This release and indemnification shall apply for any rights of me or my child.

I, agree to allow my child, _____, to participate in the in City activities on the City of Brenham's property and other locations. I understand that by signing below, my child will be allowed to participate in the City activities. It is further understood and agreed that my child will participate solely as an individual and not as an employee, contractor or agent of the City, its agents or employees and that all other terms and conditions of this agreement apply to my child.

As consideration for the City of Brenham allowing my child to participate, I hereby state: *(Initial each line)*

_____ I am not an employee of the City of Brenham and all the activities I perform will be as a participant. As I am not an employee, I am a participant and will participate without pay and with no expectation of pay or any other benefits from the City.

_____ I and my child with the intention of binding myself, my heirs, executors, administrators, and assigns, do hereby expressly release and discharge, all claims, demands, actions, judgments, and executions, which I or my child ever had, or now have or may have, or which my heirs, executors, administrators, or assigns may have, or claim to have, against the City of Brenham, or its departments, its agents, officers, servants, successors, assigns, sponsors, volunteers, or employees, created by, or arising out of personal injuries, known or unknown, and injuries to property, real or personal, caused by or arising out of, that sequence of events which occur from the agreement as herein designated above, or which may arise directly or indirectly from the performance of or created by or arising out of my participation during times of this indemnity agreement. I and my child hereby personally accept and assume all risk and responsibility for any harm, injury, or damage, to myself or my property, while I or my child am on City owned property or any other property and while performing activities for my child's participation.

_____ I and my child shall fully defend, protect, indemnify, and hold harmless the City of Brenham, Texas, or its departments, agents, officers, servants, employees, successors, assigns, sponsors, or volunteers from and against each and every claim, demand, or cause of action and any and all liability, damages, obligations, judgments, losses, fines, penalties, costs, fees, and expenses incurred in defense of the City of Brenham, Texas, or its departments, agents, officers, servants, or employees, including, without limitation, personal injuries and death in connection therewith which may be made or asserted by myself, my agents, my successors, my assigns, or any third parties on account of, arising out of, or in any way incidental to or in connection with the performance of this agreement and from my child's participation.

_____ I and my child agree to indemnify and hold harmless the City of Brenham, Texas, or its departments, officers, agents, servants, employees, successors, assigns, sponsors, or volunteers from any liabilities or damages my child may suffer as a result of claims, demands, costs, or judgments against the City or, its departments, its officers, agents, servants, or employees, created by, or arising out of the agreement herein designated above and from my participation including, but not limited to, claims and damages arising in whole or in part from the negligence of the City of Brenham or the parties to this agreement. It is understood and agreed that the indemnity provided for in this section is an indemnity extended by the participant to indemnify and protect the City of Brenham or its departments, agents, officers, servants, or employees from the consequences of the negligence of the City or its departments, agents, officers, servants, or employees, whether that negligence is the sole or contributing cause of the resultant injury, death, or damage.

_____ I further authorize the City's employee or agent supervising this activity to secure medical care for my child in the event of injury. I and my child promise to assume liability for payment, and hold harmless the City, its officers, employees, sponsors, volunteers, or agents, of medical expenses arising from said medical care for said injury and, I further authorize the City to perform criminal history background checks, driving record checks, or drug screens when applicable to the duties, programs, or my participation in activities.

_____ I hereby give the City the right to photograph, televise, film, and sound record my child's acts, appearances and utterances of me and to use any descriptive words or names, including my name in conjunction therewith and without limit as to the time, to produce and reproduce the same or any part thereof by any method and to use for any purpose which the City deems proper. All such photographs, teletapes, films and sound recording shall be the exclusive property of the City and I and my child hereby relinquish all rights, title, and interest therein.

I, the undersigned, have read this release and indemnification and understand all its terms. I execute it voluntarily and with full knowledge of its significance.

SIGNED THIS THE _____ day of _____, 20____.

Signature: _____ **Address:** _____

Printed Name: _____ **Telephone:** _____

Child's Printed Name: _____

In case of emergency, please notify the following:

Name: _____ **Relationship:** _____

Home Phone: _____ **Business Phone:** _____ **Mobile Phone:** _____

Doctor's Name: _____ **Office Phone:** _____

Doctor's Address or Hospital: _____