

**CITY OF ABILENE / SAFETY CITY
RELEASE AND INDEMNIFICATION AGREEMENT**

PARTICIPANT:

Name: _____ **Date of Birth:** _____
Address: _____ **City:** _____

I am Parent/Guardian of the above named Participant who is under eighteen years of age. I am fully competent to sign this agreement.

In consideration of Participant being permitted to participate in Safety City activities, I hereby accept all risk to Participant's health and of his/her injury or death that may result from such participation and I hereby release the City of Abilene, its governing body, officers employees, and representatives from any and all liability to Participant, Participant's personal representatives, estate, heirs, next of kin, and assigns for any and all claims and causes of action for loss of or damage to Participant's property and for any and all illness or injury to Participant's person, including his/her death, that may result from or occur during participation in the Activity, whether caused by negligence of the City of Abilene, its officers, employees, or representatives, or otherwise.

I further agree to indemnify and hold harmless the City of Abilene and its officers, employees, and representatives from liability for the injury or death of any persons(s) and damage to property that may result from Participant's negligent or intentional act or omission while participating the Activity.

I agree consent, and grant permission to the City of Abilene, Texas, and any of its agents, officials, departments, boards, and commissions (hereinafter "City") to use any and all photographs of the minor named herein, his/her image or likeness, for official publications, media use, educational purposes, or commercial use as they see fit, without compensation to us or our family. I acknowledge that the photographs may be cropped at the City's discretion.

I acknowledge that the general public may view any and all photographs of the minor named here, his/her image or likeness, and agree that they may be used indefinitely and unconditionally.

I further agree, consent, and grant permission to the City to use any and all such photographs of the minor named herein, his/her image or likeness, on their web sites or in other official printed publications. I also understand that once the photograph, image or likeness is posted on any City-related web site, any computer user may download the photograph, image or likeness.

I hereby release and hold harmless the City, its agents, officials, departments, boards, and commissions from any and all claims, known or unknown, that may arise from the use of the photograph, image or likeness of the minor named herein.

I acknowledge and understand that I will receive no compensation, remuneration, or royalty for participation, and give up any such rights that I may have. The decision to participate has been made voluntarily, without coercion by, or promises from, the City.

I HAVE CAREFULLY READ THIS AGREEMENT AND UNDERSTAND IT TO BE A RELEASE OF ALL CLAIMS AND CAUSES OF ACTION FOR PARTICIPANT'S INJURY OR DEATH OR DAMAGE TO PARTICIPANT'S PROPERTY THAT OCCURS WHILE PARTICIPATING IN THE DESCRIBED ACTIVITY AND IT OBLIGATES ME TO INDEMNIFY THE CITY OF ABILENE FOR ANY LIABILITY FOR INJURY OR DEATH OF ANY PERSON AND DAMAGE TO PROPERTY CAUSED BY PARTICIPANT'S NEGLIGENT OR INTENTIONAL ACT OR OMISSION.

Signature of Participant or Parent/Guardian

Date

Witness

Date