

CITY OF HOUSTON
Mayor's Office of Resilience and Sustainability (MORS)
**RELEASE, INDEMNITY AND HOLD
HARMLESS AGREEMENT**

All volunteers must read, agree to, and sign the City of Houston (City) Mayor's Office of Resilience and Sustainability (MORS) Volunteer Initiatives Program (Program) **RELEASE, INDEMNITY AND HOLD HARMLESS AGREEMENT**. Parents/guardians of minors must ensure that their child fully understands the terms stated in the Waiver before signing for and on their behalf.

Volunteers Shall Adhere to All City Rules & Regulations

I **ACKNOWLEDGE** and **UNDERSTAND** that I must conform to the rules and regulations of the City to the best of my ability including, but not limited to, interaction with the media, timely notice if I am sick and cannot be in attendance, and timely arrival at the office or work site to commence my services on the days I have agreed to perform my services. I **ACKNOWLEDGE** and **UNDERSTAND** that my services as a volunteer can be terminated at any time by me or by the City.

Volunteers Will Not Receive Compensation or Remuneration

I **ACKNOWLEDGE** and **UNDERSTAND** that I am volunteering my services to the Program gratuitously, without any express or implied promise by the City to compensate me for my services, and I **ACKNOWLEDGE** and **UNDERSTAND** that I am not entitled to, and will not receive, remuneration of any kind, including, but not limited to, salary or reimbursement for my transportation, parking, travel, or any other expenses whatsoever which may be incidental to my services as a volunteer for the Program.

Volunteers Are Not City Employees and Are Not Covered Under City Insurance or Benefits

I **ACKNOWLEDGE** and **UNDERSTAND** that I am not an employee of the City. I **ACKNOWLEDGE** and **UNDERSTAND** that because I am not an employee of the City, I am not entitled to any benefits normally associated with employment, including, but not limited to, Workers' Compensation, retirement and leave accrual. I **ACKNOWLEDGE** and **UNDERSTAND** that there has not been, and will be, no promise of future employment with the City.

Volunteer Will Use Proper Safety Precautions

I **ACKNOWLEDGE** and **UNDERSTAND** that I will be participating in the Program at my own risk. I affirm that I am physically fit and prepared to perform services in the Program. I will not create an unsafe situation for other individuals, or myself, nor will I use any tool or engage in any task with which I am not completely comfortable. I will abide by all applicable federal, state, and local laws, as well as the rules and directions of the Program coordinators. If I see any situation that I feel is unsafe, I will call it to the attention of a MORS staff member or safety coordinator.

Volunteers will respect confidential information

I ACKNOWLEDGE and UNDERSTAND that I may be exposed to confidential information while participating in the Program and **I AGREE** to respect the confidential nature of all information, whether in files or in electronic form, and/or any other confidential information which may be revealed to me in any other manner (including contacts with third parties who relate confidential information to the City). **I AGREE** not to remove any such information or any copies thereof or other recording whatsoever from the City's work locations. I represent and warrant that I am not currently representing a member of, and/or associated with any person or entity against City interests. I further agree that I will not represent any person or entity in the future in a matter adverse to the City on which I worked in the Program.

Volunteers Shall Not Make Third Party Commitments

I ACKNOWLEDGE and UNDERSTAND that I am not an agent of the City and I shall not make any commitment on behalf of the City to third parties.

Volunteers and Media Interactions

I ACKNOWLEDGE and UNDERSTAND that as a volunteer, I need proper approval from the City's communication team to speak to any media representative about the Program. I agree to contact the MORS staff in the case of any and all media interactions, including but not limited to story inquiries, requests for interviews, photo or video opportunities, and social media engagement.

Volunteers May Be Used in Promotion of The Program

I hereby grant the City full and complete permission to use in legitimate promotions of the Program photographs, video shots and quotations from me.

Eligibility

I represent and warrant that I have never been charged with or convicted of a violation of any criminal statute, whether felony or misdemeanor, (excluding parking violations) and further represent and warrant that I am not now or have never been on any form of parole, probation, or deferred adjudication. I hereby authorize the City to research my personal background, as it deems necessary, for my driving record and criminal history. I further authorize the City to perform a drug test if my volunteer services include safety impact duties.

Waiver/Release

IN CONSIDERATION OF PARTICIPANT BEING PERMITTED TO PARTICIPATE AND AS A CONDITION TO BEING ALLOWED TO PARTICIPATE IN THE PROGRAM, I, THE UNDERSIGNED, FOR AND ON BEHALF OF MYSELF, MY MINOR CHILD (IF APPLICABLE), MY HEIRS, EXECUTORS, ADMINISTRATORS AND ASSIGNS, HEREBY RELEASE, ACQUIT AND FOREVER DISCHARGE THE CITY OF HOUSTON, TEXAS, TOGETHER WITH ITS FORMER AND PRESENT ELECTED AND APPOINTED OFFICIALS, LEGAL REPRESENTATIVES, AGENTS, SERVANTS, EMPLOYEES, VOLUNTEERS (IN BOTH THEIR PUBLIC AND

PRIVATE CAPACITIES), SUCCESSORS AND ASSIGNS AND ALL AFFILIATED PERSONS AND ENTITIES (HEREINAFTER COLLECTIVELY *CITY*), OF, FROM AND AGAINST ANY AND ALL LIABILITIES OF EVERY KIND, CLAIMS, CAUSES OF ACTION, WHETHER AT LAW OR IN EQUITY, IN CONTRACT OR TORT, UNDER STATUTORY OR COMMON LAW OR PURSUANT TO THE TEXAS OR UNITED STATES CONSTITUTION(S) (INCLUDING ALL EXPENSES OF LITIGATION, COSTS, AND ATTORNEYS' FEES), KNOWN AND UNKNOWN, LOSSES, JUDGMENTS, FINES, DEMANDS, DAMAGES, LOSS OF USE OR SERVICES, OR INJURIES TO REAL AND/OR PERSONAL PROPERTY AND/OR PERSONS (INCLUDING DEATH)(COLLECTIVELY *CLAIMS*), AND DO FURTHER AGREE TO ***DEFEND, INDEMNIFY AND HOLD HARMLESS HOUSTON***, OF, FROM AND AGAINST ANY AND ALL *CLAIMS* ASSERTED BY ANY PERSON OR ENTITY AGAINST *CITY* WHETHER ARISING OUT OF, TOUCHING UPON OR IN ANY WAY RELATING TO THE *PROGRAM* AND/OR THE PRESENCE, MALFUNCTION, MAINTENANCE, ADDITION, SUBSTITUTION, USE OR CONDITION OF ANY TANGIBLE PERSONAL OR REAL PROPERTY OWNED, LEASED, OPERATED, OR UTILIZED BY *CITY* IN CONNECTION WITH THE *PROGRAM* EVEN IF THE *CLAIM* IS THE RESULT OF THE ACTUAL OR ALLEGED SOLE NEGLIGENCE OF *CITY* AND/OR THE RESULT OF THE ACTUAL OR ALLEGED GROSS NEGLIGENCE OF *CITY* AND/OR THE ACTUAL OR ALLEGED JOINT OR CONCURRENT NEGLIGENCE OF *CITY* AND ANY OTHER PERSON OR ENTITY AND/OR THE ACTUAL OR ALLEGED STRICT, STATUTORY OR CONSTITUTIONAL LIABILITY OF *CITY*. I HEREBY FURTHER AGREE THAT THIS WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT SHALL BE CONSTRUED BY THE LAWS OF TEXAS AND THAT ANY PROCEEDING MUST BE FILED OR ENTERED INTO ONLY IN HOUSTON, TEXAS.

Adult Volunteer Name

Adult Volunteer Signature

Minor Volunteer Name**

Birthdate of Minor Volunteer

Name of Parent/ Guardian for Minor Volunteer

Signature of Parent/ Guardian for Minor Volunteer

***If volunteer is under the age of 18, signature and name of Parent/Legal Guardian is required.*

State-Issued ID/Driver's License Number

Email

Phone

Address

City

Zip

Date

Emergency Contact

Phone

Relationship