

**CITY OF MCALLEN – MPL TEEN ADVISORY COMMITTEE RELEASE OF LIABILITY**

I, \_\_\_\_\_ (“Participant”), desire to volunteer and otherwise participate in the City of McAllen’s Teen Advisory Committee, including but not limited to activities at the McAllen Public Library- Main Branch located at 4001 N. 23rd Street, McAllen, Texas (“Premises”), and that said activities may include but are not limited to meetings, set-up, tear down, interactions with the public, and participation in events including but not limited to the South Texas Book Festival, Dia, and the Summer Reading Challenge, and transport to and from various locations. In consideration for being permitted entry upon and access to the Premises, and participation in such activities and events, the sufficiency of said consideration is hereby expressly acknowledged, I agree to the following:

1. I, for myself, my personal representatives, assigns, heirs, spouses, minor children, and next of kin (hereinafter, “I”), warrant that I have inspected, considered, or immediately upon entering will inspect and consider City of McAllen Premises, and I accept the City of McAllen Premises as being safe and reasonably suited for my entry, observation, use or participation.

**2. Waiver and Release. I HEREBY RELEASE AND FOREVER DISCHARGE AND HOLD HARMLESS CITY OF MCALLEN AND THE CITY OF MCALLEN, ITS MAYOR, COMMISSIONERS, ATTORNEYS, AFFILIATES, BRANCHES, DIRECTORS, OFFICERS, EMPLOYEES, PARTICIPANTS AND AGENTS (HEREINAFTER COLLECTIVELY, “CITY”) FROM ANY AND ALL LIABILITY, CLAIMS, AND DEMANDS OF WHATEVER KIND OR NATURE, EITHER IN LAW OR IN EQUITY, WHICH ARISE OR MAY HEREAFTER ARISE FROM MY ENTRY UPON OR ACCESS TO THE PREMISES OR PARTICIPATION ON THE TEEN ADVISORY COMMITTEE.**

**I UNDERSTAND AND ACKNOWLEDGE THAT THIS RELEASE OF LIABILITY DISCHARGES CITY FROM ANY LIABILITY OR CLAIM THAT I MAY HAVE AGAINST CITY WITH RESPECT TO ANY ECONOMIC OR NON-ECONOMIC LOSSES, LIABILITIES, DAMAGES, SUITS, ACTIONS, CLAIMS, ATTORNEY’S FEES, COSTS, EXPENSES, OR DEMANDS, RELATING IN ANY WAY TO BODILY INJURY, DEATH, OR PROPERTY DAMAGE THAT MAY RESULT FROM MY ENTRY UPON OR ACCESS TO THE PREMISES OR PARTICIPATION ON THE TEEN ADVISORY COMMITTEE., WHETHER CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE, GROSS NEGLIGENCE OR STRICT LIABILITY OF CITY, OR OTHERWISE, TO THE FULLEST EXTENT PERMITTED BY LAW. I ALSO UNDERSTAND THAT CITY DOES NOT ASSUME ANY RESPONSIBILITY FOR OR OBLIGATION TO PROVIDE FINANCIAL ASSISTANCE OR ANY OTHER ASSISTANCE, INCLUDING BUT NOT LIMITED TO MEDICAL, HEALTH, OR DISABILITY INSURANCE, IN THE EVENT OF INJURY, ILLNESS, DEATH OR PROPERTY DAMAGE.**

3. **Insurance.** CITY expressly disclaims responsibility for providing any health, medical, or disability insurance coverage for Participants. EACH PARTICIPANT IS EXPECTED AND ENCOURAGED TO ARRIVE WITH MEDICAL OR HEALTH INSURANCE AND COVERAGE IN EFFECT.

4. **Governing Law.** This Release of Liability is governed by the laws of the State of Texas; and exclusive venue for any action is in a District Court in Hidalgo County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said court.

5. **Other.** I expressly agree that this Release of Liability is intended to be as broad and inclusive as permitted by the laws of the State of Texas, and that this Release of Liability shall be governed and be interpreted in accordance with the laws of the State of Texas. I agree that if any clause or provision of the Release of Liability shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of the Release of Liability, which shall continue to be enforceable.

**I, THE PARTICIPANT, STATE THAT I HAVE CAREFULLY READ THE FOREGOING RELEASE AND UNDERSTAND THE CONTENTS THEREOF, AND I SIGN THE SAME AS MY OWN FREE ACT.**

Participant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Address: \_\_\_\_\_

Parent/Guardian Signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_