



# Arlington Animal Services Center Birthday Party Program Liability Form

Welcome to our program – we are happy you are here! Please complete the following information.

Name \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ Zip \_\_\_\_\_

Home Phone \_\_\_\_\_

Driver's License Number \_\_\_\_\_

Email Address \_\_\_\_\_

Emergency Contact \_\_\_\_\_ Phone Number \_\_\_\_\_

## Photo Release:

I do hereby signify by my initials that I understand photographs taken during Arlington Animal Services Birthday Event may be used by the City of Arlington Animal Services Department for promotion of events.

## AUTHORIZATION AND RELEASE FORM

### KNOWN ALL BY THESE PRESENTS:

BY SIGNING BELOW AS "RELEASOR", AND IN CONSIDERATION OF PARTICIPATING IN ANY CITY OF ARLINGTON ANIMAL SERVICES DEPARTMENT ("CITY") ACTIVITY OR IN CONSIDERATION OF RENTING OR USING ANY CITY PERSONAL, REAL, OR ANY OTHER PROPERTY, I FOR MYSELF, MY HEIRS, EXECUTORS, REPRESENTATIVES, ADMINISTRATORS, AND ASSIGNS, DOES HEREBY COVENANT AND AGREE TO WAIVE ALL CLAIMS, RELEASE, INDEMNIFY, AND HOLD HARMLESS THE CITY OF ARLINGTON AND ALL OF ITS OFFICIALS, OFFICERS, AGENTS, EMPLOYEES AND INVITEES IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM ANY AND ALL LIABILITY, CLAIMS, SUITS, DEMANDS OR CAUSES OF ACTION INCLUDING ALL EXPENSES OF LITIGATION AND/OR SETTLEMENT WHICH MAY ARISE BY REASON OF INJURY TO OR DEATH OR DEBT OF ANY PERSON, OR FOR LOSS OF, DAMAGE TO, OR LOSS OF USE OF ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THIS CONTRACT. SUCH INDEMNITY WILL APPLY WHETHER THE CLAIMS, SUITS, LOSSES, DAMAGES, CAUSES OF ACTION OR LIABILITY, ARISE IN WHOLE OR IN PART FROM THE FROM THE NEGLIGENCE OF THE CITY OF ARLINGTON OR ANY OF ITS OFFICERS, OFFICIALS, AGENTS, EMPLOYEES OR INVITEES IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES WHETHER SAID NEGLIGENCE IS SOLE NEGLIGENCE, CONTRACTUAL COMPARATIVE NEGLIGENCE, CONCURRENT NEGLIGENCE, GROSS NEGLIGENCE OR ANY OTHER FORM OF NEGLIGENCE.

RELEASOR UNDERSTANDS THAT THIS WAIVER OF LIABILITY AND INDEMNIFICATION IS INTENDED TO BE AS BROAD AS POSSIBLE AND AS INCLUSIVE AS PERMITTED BY THE LAWS OF THE STATE OF TEXAS AND THAT IF ANY PORTION IS HELD INVALID, THEN THE BALANCE SHALL CONTINUE IN FULL LEGAL FORCE AND EFFECT. IT IS FURTHER UNDERSTOOD THAT EXECUTION OF THIS WAIVER OF LIABILITY AND INDEMNIFICATION WILL NOT CONSTITUTE A WAIVER BY CITY OF THE DEFENSE OF GOVERNMENTAL IMMUNITY, WHERE APPLICABLE, OR ANY OTHER LAWFUL DEFENSE. RELEASOR SIGNS THIS WAIVER AND INDEMNIFICATION VOLUNTARILY AND WITH FULL KNOWLEDGE OF ITS MEANING AND SIGNIFICANCE.

The undersigned does hereby acknowledge to have read and understand all the information contained on this document, and to have approved all releases, permits, indemnifications, and waivers contained herein.

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Date