

**Adult Litter Waiver
Kristina Deitz**

Date of Cleanup : August 27, 2021

Cleanup Location: Kristina's House

Group Leader's Name: Kristina Deitz

Adult Volunteer's Name: Kristina Deitz

361-523-1855	kdeitz@plano.gov
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Are you the Group Leader? Yes

**Waiver of Liability Release, Indemnification and Hold Harmless
Agreement**

PLEASE READ BEFORE SIGNING

THE STATE OF TEXAS
COUNTY OF COLLIN

That I, the undersigned, a private person, for and in sole consideration of the privilege of participating in the **City of Plano Community Cleanup Program**, do hereby voluntarily and freely execute this Waiver of Liability, Release, Indemnification and Hold Harmless Agreement

By signing this Waiver of Liability, Release, Indemnification and Hold Harmless Agreement, I do hereby agree to assume the risks and dangers attendant to such activity, including but not limited to property damage and/or personal injury resulting from the acts of third parties, whether caused by errors, omissions, or negligent acts of third parties or myself; property damage, and/or personal injury to me resulting from my own activities, errors, omissions, or negligent acts; property damage and/or personal injury to others resulting from my own activities, errors, omissions or negligent acts.

I do hereby waive all claims, release, indemnify, defend and hold harmless the City of Plano and all of its departments, officials, officers, agents and employees, in both their public and private capacities, from any and all liability, claims, suits, demands, expenses of litigation or causes of action which may arise by reason of injury to persons or loss of, damage or loss of use by any property occasioned by error, omission or negligent act of myself or any other persons with regard to this Agreement, and I will, at my own cost and expense, defend and protect the City of Plano against any and all such claims and demands.

I do hereby further agree to indemnify, defend and hold harmless the City of Plano and all of its departments, officials, officers, agents, employees, from and against any and all claims, losses, damages, causes of action, suits and liability of every kind, including all expense of litigation, including but not limited to court costs and attorney fees for death, personal injury or debt of any person; or for loss, damage to or loss of use of any property arising out of or in connection with this Agreement. Such indemnity shall apply whether the claims, losses, damages, causes of action, suits or liability arise in the whole or in part from the negligence of the City of Plano, its departments, officers, officials, agents or employees.

It is further agreed that the execution of this Waiver of Liability, Release, Indemnification and Hold Harmless Agreement will not constitute a waiver by the City of Plano of the defense of governmental immunity, where applicable, or any other defense recognized at law or equity.

I, the undersigned have read this Waiver of Liability, Release, Indemnification and Hold Harmless Agreement and understand its terms. I execute it voluntarily and with full knowledge of its significance.

By clicking on the Electronic Signature Acknowledgment below, I agree that my electronic signature is the legally binding equivalent to my handwritten signature. I acknowledge the City will use my electronic signature to act on my behalf.

AUTHORIZATION AND CONSENT FOR USE OF IMAGE, PHOTO OR LIKENESS

That I, the undersigned, for and in sole consideration of participating in the City of Plano Community Cleanup Program do hereby voluntarily and freely execute this Authorization and Consent for Use of Image, Photo or Likeness of myself.

By this Authorization, I hereby grant the City of Plano, its officers, agents, servants and employees (hereinafter referred to as the "City") my irrevocable permission to use my image, visual likeness, or photograph in all forms and media, including but not limited to publication, websites, catalogues, brochures, and/or magazines for educational and promotional purposes, publicity, and marketing of the City and its various programs without compensation to myself.

I hereby release the City from all liability and legal responsibility that may arise from the acts that I have authorized or consented to herein. This Authorization and Consent shall be binding upon my heirs, successors, assigns and legal representatives.

By clicking on the Electronic Signature Acknowledgment below, I agree that my electronic signature is the legally binding equivalent to my handwritten signature. I acknowledge the City will use my electronic signature to act on my behalf.

Agree To Waiver: True

Date of Waiver: 26/08 12:00

Signature of Volunteer

signature-20210826130828977.jpg

Printed Name of Volunteer

Kristina Deitz

Status: Denied