

WAIVER OF LIABILITY

THE STATE OF TEXAS*
COUNTY OF DALLAS*

KNOW ALL MEN BY THESE PRESENTS

That, I, **(Print LAST Name)** _____ **(Print FIRST name)** _____, the undersigned, a private person, for and in consideration of the privilege of allowing me to participate as a volunteer with the Crisis Intervention Unit of the City of Dallas and the Metro Dallas Homeless Alliance, do recognize that crisis intervention and victim assistance involves certain inherent dangers. I hereby agree to forfeit any and all claims against the City of Dallas and the Metro Dallas Homeless Alliance that may arise from participating in such activity including, but not limited to, motor vehicle accidents on either public streets or private property, any personal injury or property damage resulting from the acts of a third person, or any personal injury or property damage arising from the negligent acts of the City of Dallas, the Dallas Police Department, its agents or employees or the Metro Dallas Homeless Alliance. I hereby release the City of Dallas, its Police Department, agents and employees and the Metro Dallas Homeless Alliance, in both their public and private capacities, from any and all liability, claims, suits, demands or causes of action for both personal injury or property damages, including any wrongful death claims pursuant to TEX. CIV. PRAC. & REM. CODE ANN. Ch. 71 et. seq (Vernon 1986); the survival cause of action pursuant to TEX. CIV. PRAC. & REM. CODE ANN. Sec. 71.021 (Vernon 1986), that may arise from riding as a voluntary observer on a routine police patrol, participating in a homeless count, or any personal injury or property claims resulting from the negligent acts of the City of Dallas, the Dallas Police Department, its agents or employees or the Metro Dallas Homeless Alliance.

It is further agreed that the execution of this release shall not constitute a waiver by the City of Dallas, of the defense of governmental immunity, where applicable, or to defenses predicated on the Texas Automobile Guest State, TEX. CIV. PRAC. & REM. CODE ANN. ch 72 (Vernon 1986), or any other defense recognized by the Courts of this State.

BY SIGNING THIS RELEASE, I AM REPRESENTING TO THE CITY OF DALLAS AND THE DALLAS POLICE DEPARTMENT, ITS AGENTS AND EMPLOYEES AND THE METRO DALLAS HOMELESS ALLIANCE, THAT I AM OF SOUND MIND AND THAT I HAVE READ THIS WAIVER AND UNDERSTAND FULLY THE TERMS EXPRESSED HEREIN AND VOLUNTARILY AGREE TO SAID TERMS.

Signed this 24th day of January 2019:

Signature _____

Address _____

City, State and Zip _____

Telephone _____

Before me personally appeared **(Print LAST Name)** _____ **(Print FIRST Name)** _____, who appears to me to be of sound mind and fully capable of comprehending the terms of this agreement.

Witness _____

Date _____