

Memorial Park Conservancy Volunteer Release and Waiver

Personal Contact Information:

Name _____

Address _____ City _____ Zip _____

Phone _____ Email Address _____

Emergency Contact/Relationship/Phone _____

This Volunteer Release & Waiver (Release) must be signed by each volunteer who will participate in or otherwise be involved with the Memorial Park Conservancy ("MPC") Volunteer Program ("Program"). Volunteers under the age 18 must have this form signed by a parent or legal guardian.

I, _____ ("Volunteer"), do hereby agree to defend, indemnify and hold harmless the Houston Parks and Recreation Department, the City of Houston and MPC, its officers, agents and assigns, and its members, officers, agents and assigns (each, a "Participating Party", and together, the "Participating Parties"), against any and all Claims of whatever kind or nature arising in connection with the Program including but not limited to the following activities: planting, mulching, using a rake, hoe or shovel to dig or move dirt and debris, bagging litter, hauling litter bags and transporting debris, invasive species removal, pruning, and weeding.

I further represent to the Participating Parties that I am physically capable of participating in this Program which may involve, but are not limited to the activities enumerated above, and that I have no physical disabilities, or health problems that would interfere with my ability to participate safely in this Program.

I acknowledge that there is no salary or other compensation, or prizes of any kind to be provided by the Participating Parties for my services as a volunteer. I also acknowledge that my services may be terminated for any reason at any time by MPC without prior notice or hearing.

The term "Claims" means all liabilities, claims, demands, actions or rights of action, losses and expenses, of whatever kind or natures, either in law or in equity, arising with respect to damages, losses, personal injuries or property losses suffered by the Volunteer or his or her affiliates, family members, successors, heirs, or assigns in connection with the Program.

The right of indemnification provided in this document shall apply even if the Claim arises in whole or in part from the negligence or gross negligence of any Participating Party. It is my express intention that the indemnity provided for in this document indemnify and protect each Participating Party from all consequences from such Participating Party's own negligence or gross negligence, whether such conduct is the sole, joint, concurring active or passive cause of any claims, losses, or damages.

I expressly agree that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Texas from time to time in effect and that, if any portion thereof is held invalid, the balance shall, notwithstanding, continue in full legal force and effect.

I hereby consent to the use by the MPC of photographs and video taken of me while in involved in the Program, including but not limited to use in marketing material, on the website of MPC, or via social media. **Check this box if you do not consent**

With full knowledge of the risk involved, the undersigned hereby accept and assume all risk and responsibility and further agree to waive, release, discharge, and covenant not to sue any of the Participating Parties for any and all claims, losses, damages, causes of action, suits, and liability of every kind for personal injury, death, or property damage which the undersigned may sustain while engaging in any of the foregoing activities.

Memorial Park Conservancy Code of Ethics

Volunteers are an important asset of Memorial Park Conservancy's ("MPC") workforce and make it possible for MPC to deliver services to Houston residents. As a volunteer, you represent MPC and the City of Houston ("COH"). As such, it is important that you adhere to MPC's Volunteer Code of Ethics.

I, _____, as a volunteer with the Memorial Park Conservancy agree to:

- Conduct myself in a professional manner; maintaining high standards of integrity and honesty.
- Treat all members of the public, employees, and other volunteers with respect and courtesy.
- Avoid any activity that could be seen as a conflict of interest, such as accepting gifts or favors from individuals or businesses that could be seen to be an attempt to influence a COH or MPC decisions.
- Respect confidential information that is available to me as a result of my volunteer work with the COH or MPC, and refrain from using it for personal gain or for personal, non-City or non-MPC business related reasons. Bring any violation of this confidentiality to my supervisor.
- Promptly raise questions and concerns regarding possible violations of COH or MPC policy or local, State or Federal law with my immediate supervisor or another manager within my department.
- Reinforce the COH and Memorial Park Conservancy's commitment to equal employment opportunity and a work environment free of discrimination and harassment, including sexual harassment.

I understand that I may be released from my volunteer position with the Memorial Park Conservancy for not adhering to the above Code of Ethics.

I have carefully read this Release and understand its contents, and I sign it as my own free act.

Signature of Volunteer _____

Date _____

(If not age 18 or older, parent/guardian must co-sign below)

Parent/Guardian _____

Date _____