

R.A.P. Community Service – Release and Indemnity

Parent/Guardian Last Name	Parent/Guardian First Name	Parent/Guardian MI
Defendant Name		
Address:	City	State
		Zip
Home Phone:	Work Phone:	Cell Phone:

The following dates have been reserved for the above-named Defendant to complete his/her required community service hours under the R.A.P. Program. These times and dates will not be rescheduled unless authorized under the R.A.P. Program.

In consideration of the Defendant having the opportunity of performing the above-referenced community service hours with the City of Baytown, I hereby freely agree to and make the following contractual representations and agreements:

I hereby warrant that I am the parent or guardian of the Defendant or that I am a minor over the age of 17, that I have read and understood this Release and Indemnity Agreement and have the legal authority to execute the same.

I thoroughly understand the characteristics of the work, which the Defendant is to perform, and further have been informed and/or have informed myself and the Defendant of the characteristics of the property on which such work is to be performed. I represent to the City of Baytown, hereinafter referred to as "City," that the Defendant is physically fit to perform the work contemplated herein without any threat to his/her health and safety or the health and safety of others. I and the Defendant fully realize the dangers of performing the community service assigned, and wholly assume the dangers and risks, whether obvious or latent, associated or in any way connected therewith.

I for myself, my heirs, executors, administrators, legal representatives, assigns and successors in interest (hereinafter collectively "successors") hereby waive, release, acquit and forever discharge, indemnify, hold harmless and defend the City and its officers, agents, and employees of and from any and all injuries, deaths, damages, claims, causes of action, suits, liabilities, and demands of whatever nature, whether contractual, constitutional, statutory or in tort or otherwise, which I might now have or that might subsequently accrue by reason of any matter or thing whatsoever and particularly growing out of or in any way connected with, directly or indirectly, the Defendant's performance of community service hours, regardless of the negligence or culpability of the City. It is my expressed intention that the indemnity provided for in this paragraph is an indemnity by me to indemnify, protect, and defend the City and its officers, agents, and employees from the consequences of the City's and/or its officers', agents' and employees' own negligence whether that negligence is the sole or a concurring cause of any debts, injuries, deaths, damages, claims, causes of action, suits, liabilities, and demands of whatever nature, known or unknown, whether contractual, statutory or in tort or otherwise. In the event that any action or proceeding is brought against the City or its officers, agents and/or employees by reason of any of the above, I further agree and covenant to defend the action or proceeding by legal counsel acceptable to the City.

I agree for myself and successors, that the above-referenced representations are contractually binding and are not merely recitals and that should I or my successors assert any claim in contravention of this agreement, I or my successors shall be liable for all associated expenses, including, but not limited to, court costs, expert witness fees, and legal fees, incurred by the City or any other person herein indemnified.

I represent and warrant that I have been given an opportunity to consider this agreement and its meaning and effect, that I have not been influenced to any extent whatsoever or induced to enter into this agreement in reliance upon any statement, promise or representation of the City or any of the other parties hereby released. I, by my signature below, acknowledge that I have read this agreement, and that I fully understand the same, and that I have executed the agreement of my own free will and accord. I further represent and warrant that I have not conveyed, transferred, assigned, pledged or otherwise encumbered any of my rights in the claims and that all of my interests are being completely released and discharged by this agreement and that I am of legal age and legally and fully competent to enter into this agreement and am doing so only after full understanding of the meaning and intent of this agreement and all of its terms.

This agreement contains the entire agreement between me and the parties herein released and constitutes the complete, final and exclusive embodiment of the agreement with respect to the subject matter herein. If any provision, section, exception, subsection, paragraph, sentence, clause or phrase of this waiver and indemnity agreement shall for any reason be held unconstitutional, void or invalid, such invalidity shall not affect the validity of the remaining provisions of this agreement, which shall remain in full force and effect, and to this end all provisions of this agreement are declared to be severable. This agreement shall become effective and enforceable immediately upon its execution by me.

Signature of Parent/Guardian _____ Printed Name of Parent/Guardian _____ Date _____

If 17 years of age or older:
Signature of Defendant _____ Printed Name of Defendant _____ Date _____