



P.A.W.S. and Think!:
Waiver, Release, and Indemnification Agreement

The City of Fort Worth ("City") has created the P.A.W.S and Think! Program ("Program") designed to teach children the values and responsibilities of pet ownership. A portion of the Program will provide students with the opportunity to interact with puppies and kittens from City shelters. The animals have been vetted for appropriate temperament and handlers are trained to proactively guide, and when necessary, end an interaction.

I hereby affirm that I am aware that my child's participation in the Program has inherent risks. As a condition precedent to my child's participation in the Program, I confirm that I understand and accept all risks, dangers, and hazards presented by the Program, and that I am approving of my child's participation freely and voluntarily. In consideration of my child's participation in the Program, I hereby assume all risk of harm and injury to my child and/or my child's property, which may result from my child's participation in the Program, regardless of the cause or blame.

Further, I, for myself, my heirs and assigns, in consideration of my child's participation in the Program, do hereby FOREVER RELEASE AND WAIVE all claims against the City of Fort Worth, its officers, agents, and employees, for injuries, death, or property damage which may arise from participation in the Program. This waiver and release is intended to release and forever discharge the City of Fort Worth, its officers, servants, agents, and employees from any and all claims, actions, causes of action, damages, losses or expenses, including attorney's fees, whether real or asserted, of every kind or character, arising out of my child's participation in the Program. This waiver is intended to release the City of Fort Worth, its officers, servants, agents, and employees even if said injuries, death, or other damages are caused in whole or in part by the alleged acts of commission, omission, negligence, gross negligence, breach of contract, intentional conduct, violation of statute or common law, or any other conduct whatsoever of the City, its officers, servants, agents, or employees. I, for myself and my heirs and assigns, hereby assume all responsibility and liability for such injuries or damages, including death, and hereby covenant not to sue the entities and parties named above for such injuries or damages.

I FURTHER AGREE TO INDEMNIFY AND DEFEND THE CITY AND HOLD THE CITY HARMLESS FROM ALL CLAIMS, TOGETHER WITH ALL COSTS, EXPENSES, AND LEGAL FEES IN DEFENDING ALL CLAIMS DIRECTLY OR INDIRECTLY ATTRIBUTABLE TO MY CHILD'S PARTICIPATION IN THE PROGRAM. THIS INDEMNITY PROVISION (INCLUDING, WITHOUT LIMITATION, INDEMNITY FOR COSTS, EXPENSES AND LEGAL FEES) IS SPECIFICALLY INTENDED TO OPERATE AND BE APPLICABLE EVEN IF IT IS ALLEGED OR PROVED THAT ALL OR SOME OF THE DAMAGES BEING SOUGHT WERE CAUSED AS A WHOLE OR IN PART BY ANY ACT, OMISSION, NEGLIGENCE, GROSS NEGLIGENCE, BREACH OF CONTRACT, INTENTIONAL CONDUCT, VIOLATION OF STATUTE OR COMMON LAW, OR ANY OTHER CONDUCT WHATSOEVER OF THE CITY. I REALIZE THAT BY SIGNING THIS AGREEMENT, I AM GIVING UP MY RIGHT TO SUE THE CITY FOR ANY INJURY, DEATH OR DAMAGE I OR MY CHILD MAY SUFFER THROUGH PARTICIPATION IN THE PROGRAM. IF ANY COURT FINDS A PORTION OF THIS AGREEMENT TO BE INVALID, THE



REMAINDER OF THE AGREEMENT WILL NOT BE AFFECTED.

By allowing my child to participate in the Program, I agree that I have read this Waiver, Release, and Indemnity Agreement and fully understand its terms, provisions and conditions. I have not been influenced to any extent whatsoever by any representations or statements not contained within this Agreement. I also represent that I am at least 18 years of age.

I give permission for my child to handle the animals involved in the Program and I am aware of the possible risks in handling any type of pets.

I do not give permission for my child to handle the animals involved in the Program.

I give permission for the City of Fort Worth to use my child's likeness in a photograph, video, or other digital media ("photo") in any and all of its publications, including web-based publications, without payment or other consideration. I understand and agree that all photos will become the property of The City of Fort Worth and will not be returned.