

RELEASE OF ALL CLAIMS: COVENANT NOT TO SUE  
DALLAS POLICE DEPARTMENT VOLUNTEER PROGRAM

I, \_\_\_\_\_, the undersigned ("releasor"), being over the age of 21, have voluntarily chosen to participate in The Dallas Police Department Volunteer Program.

I, \_\_\_\_\_, recognize the potential hazards of participation in The Dallas Police Department Volunteer Program and agree to assume all risks attendant to participation in The Dallas Police Department Volunteer Program. For and in consideration of the training I will receive for The Dallas Police Department Volunteer Program from the Dallas Police Department, I hereby agree to release, acquit, and forever discharge the City of Dallas, its officers, agents, and employees ("releasees"), in both their private and public capacities, from any and all actions, causes of action, claims, demands, damages, costs, loss of services, expenses and compensation on account of, or in any way growing out of, any and all known and unknown personal injuries and property damages, including any motor vehicle accidents on either public streets or private property, negligence claims and wrongful death claims pursuant to §71.921, Texas Civil Practice and Remedies Code, as amended, resulting or to result from my participation in the Volunteer Response Team Program. I further agree and covenant, for the consideration provided above, not to file any claim, lawsuit or other proceeding, whether judicial or administrative, against the releasees for any personal injury, property damage, wrongful death or other injury suffered by me (including but not limited to any negligence claims and wrongful death claims pursuant to §71.921, Texas Civil Practice and Remedies Code, as amended) that may arise or result from my participation in The Dallas Police Department Volunteer Program.

I declare and represent that in making this release and covenant not to sue, it is understood and agreed that:

- (1) I rely wholly upon my own judgment, belief and knowledge of the nature of my decision to participate in The Dallas Police Department Volunteer Program; and
- (2) I have not been influenced to any extent whatever in making this release by any representations or statements made by the City of Dallas, its officers, agents, and employees, in both their private and public capacities, who are hereby released; and
- (3) I recognize and acknowledge that the Dallas Police Department makes no warranties, express or implied, as to The Dallas Police Department Volunteer Program; and
- (4) I recognize and agree that while participating in The Dallas Police Department Volunteer Program that I will not be an agent, servant, or employee of the Dallas Police Department and will not be covered by the Dallas Police Department for any worker's compensation, death, or disability benefits.

It is my express intention in signing this release to bind myself, my spouse, and my executors, administrators and assigns. This release is for the benefit of the City of Dallas, its officers, agents, and employees, in both their private and public capacities, and all others who may be liable to me for damage to person or property arising out of my participation in the City of Dallas Volunteer Program.

It is further agreed that the execution of this release shall not constitute a waiver by the City of Dallas, its officers, agents, and employees, in both their private and public capacities, of the defense of governmental immunity, when applicable, or any other defenses recognized by the courts of this State or any Federal court under state or federal law. Acceptance of this release is not to be construed as an admission of any liability whatsoever by the City of Dallas, its officers, agents, and employees, in both their private and public capacities.

This release contains the entire agreement between and among the parties hereto, and the terms of this release are contractual and not a mere recital.

I, the undersigned, have carefully read the foregoing release and know and understand the contents thereof. I sign this release voluntarily as my own free act, with full knowledge of its significance, intending to be legally bound thereby.

Signed at: \_\_\_\_\_  
(designate place of execution)

Signature of releasor: \_\_\_\_\_ Dated: \_\_\_\_\_

Address of releasor: \_\_\_\_\_ Telephone of Releasor: \_\_\_\_\_