

I release, waive, discharge, and covenant on behalf of myself and my minor children not to sue the City of Bentonville (City), their elected and appointed officials, agents, volunteers, and employees (“Releasees”) from all liability to me, or my minor children, for any loss or damage, and any claim or demands on account of personal or property injury or because of my, or my minor children’s death, whether caused by Releasees’ negligence or otherwise, while I, and my minor children, participate in City of Bentonville Municipal Volunteer Program.

I further agree to defend, indemnify, and hold harmless the City and its officers, employees and agents, from and against any and all claims, suits, actions, liability judgment and expenses that may arise by reason of services I, or my minor children, provide as a volunteer or that are connected in any way therewith. I will pay all costs incident to any claim, including, without limitation, attorneys’ fees.

I expressly agree that the foregoing release, waiver, and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the State of Arkansas and that if any portion is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I grant permission for the City to use my, or my minor children’s image, filmed or photographed during volunteer activities, to promote its services and programs.

In case of serious injury, I give my permission for City personnel to seek any medical treatment should it become necessary.

I have read and voluntarily agree with this release, waiver of liability, and indemnity agreement, and further agree that no oral representations, statements, or inducement apart from the foregoing written agreement have been made.