

Release and Waiver of Liability and Confidentiality Agreement
City of McKinney's Point-in-Time Count
Tuesday, January 25, 2022

I _____ (Participant), for and in consideration of being allowed to serve as a Volunteer in the City of McKinney's Point-in-Time Count (hereinafter referred to as the "Event"), do hereby for myself, as well as my personal representatives, assigns, heirs, and next of kin state, acknowledge, agree, warrant and represent as follows:

1. Participant understands the scope and nature of the Event. Participant understands that the Event will be conducted on property owned and maintained by third parties as well as in, about, on, across and adjacent to the streets, sidewalks and certain other property in the City of McKinney, Texas, that such property will be open to the public during the Event, and that the hazards associated with the survey activities to be performed during the Event, which may include, but are not limited to conducting interviews with our neighbors experiencing homelessness in wooded areas, parks, cars, and any other place not meant for human habitation, (Activities), are to be expected.

2. Participant also understands that the Activities involve numerous risks and dangers of serious bodily injury ranging from minor injuries to severe injuries, which can include permanent disability, paralysis, and death. Participant further understands that the risks and dangers associated with the Activities may be caused by

- (a) the actions or inaction of Participant and/or other persons participating in the Event,
- (b) the conditions in which the Event takes place
- (c) the negligence of one or more of the Released Parties identified herein, or
- (d) third parties who are not participating in the Event.

Participant fully accepts and assumes all such risks and responsibility for any and all losses, costs, and damages Participant may suffer and/or incur as a result of observing or participating in the Event.

3. Participant hereby releases, discharges, and covenants not to sue, now or in the future, the City of McKinney, Collin County Homeless Coalition, Metro Dallas Homeless Alliance (MDHA), and TX-600 Dallas City & County, Irving Continuum of Care (COC); other participants in, and any sponsors and advertisers for the Event; owners or lessors of premises on which the Event takes place; and each of their respective administrators, agents, officers, members/member organizations, boards/trustees, volunteers, and employees (each of which are considered to be one of the "Released Parties" herein) in both their public and private capacities from all liability, claims, demands, losses, or damages on account of Participant caused or alleged to be caused in whole or in part by the negligence of the "Released Parties" or otherwise, including negligent rescue operations. Participant further agrees that if, despite this release and waiver of liability, assumption of risk, and indemnity agreement I, or anyone on either or both of our behalves, makes a claim against any of the Released Parties, Participant will indemnify, save, and hold harmless each of the Released Parties from any litigation expenses, attorney's fees, loss, liability, damage or cost which any may incur as a result of such claim.

4. Participant hereby agrees to indemnify and hold harmless the Released Parties against any and all claims, demands or causes or action which the participant may hereafter have, or which may be asserted by myself or any other person, firm or corporation acting in my behalf, growing out of or resulting from any alleged injury or damage in connection with the above-described accident. Participant does hereby bind him/herself, his/her heirs, administrators and executors to reimburse, pay and make good to the Released Parties and judgment, including attorneys' fees or other expenses paid or incurred, as a result thereof which may be rendered in favor of Participant, the Released Parties, their respective administrators, officers, members, and volunteers from all liability, claims, demands, losses, or damages caused or alleged to be caused in whole or in part by the actions, inactions or negligence of Participant.

5. Participant understands that any information (written, verbal or other form) obtained during the performance of my duties must remain confidential. This includes all information about team members, staff and survey participants, as well as any other information otherwise marked or known to be confidential. Participant agrees not to disclose any confidential information acquired during my volunteer service with the Event, to any third party – including media - either during my service with the Event or after my service with the Event has ended.

6. Participant agrees to refrain from posting photos of survey participants, survey materials and all survey locations. I agree to uphold survey participant confidentiality in all use of social media during and after the count.

7. Participant understands that any unauthorized release or carelessness in the handling of this confidential information is considered a breach of the duty to maintain confidentiality. Participant further understands that any breach of the duty to maintain confidentiality could be grounds for immediate dismissal from this Event and future Events, and/or possible liability in any legal action arising from such a breach. Participant understands that a breach of confidentiality is warranted only where a survey participant poses immediate and serious harm to themselves or others. Participant will immediately notify Event Coordinator and/or McKinney Police Department if these issues should arise.

By signing below, Participant has read this agreement, fully understands its terms, understands that Participant has given up substantial rights by signing it and has signed it freely and without any inducement or assurance of any nature and intends it to be a complete and unconditional release of all liability to the greatest extent allowed by law and agrees that if any portion of this agreement is held to be invalid the balance, notwithstanding, shall continue in full force and effect. In addition, Participant fully understands and accepts the responsibilities set above relating to personal, confidential and/or proprietary information.

Signature of Participant: _____

Print Name of Participant: _____ Date: _____

Consent for Minor Participation

This is to certify that I, as parent or guardian with legal responsibility for this participant, do consent and agree to my minor child's involvement or participation in the Event. I also agree that my child will be with me during the Event and will be solely under my responsibility until the Event has ended. The Release and Waiver of Liability and Confidentiality Agreement is also applicable to the minor under my responsibility.

Print Name of Minor Participant: _____ Age: _____

Signature of Parent/Legal Guardian: _____

Print Name of Parent/Legal Guardian: _____ Date: _____