



Neighborhood Outreach Conditions, Release and Waiver of Liability

In consideration of the participation in the Special Projects Program, by the City of Mesa Neighborhood Outreach Services, on behalf of himself or herself and all heirs, administrators, executors and assigns, the undersigned agrees to the following:

1. Assumption Of Risk And Waiver Of Liability. In consideration of my involvement with the Special Projects Program, I hereby release and agree to indemnify and hold harmless the City of Mesa, its employees and agents from any and all liability and negligence for any damage or injury which may occur, regardless of the cause that may result from participation in the Special Projects Program. This release of liability and agreement given by me to by the City of Mesa, its employees and agents shall apply to any claim, demand suit or right of action that might accrue to myself, my heirs and my personal representatives, including claims of negligence. Further, I agree to assume all risks in participation and am fully aware that personal danger may be involved in this activity.

2. Media Consent. I consent to the unrestricted use of my image, in connection with the Special Project, by the City of Mesa or any person authorized by the City of Mesa, including, but not limited to, any photographs, audio or video recordings, interviews, videotapes, motion pictures including the use of my name in connection with television, radio or print media.

3. Tools and equipment. In consideration of the City of Mesa making its tools and/or equipment available for my use, I agree on behalf of myself and all my heirs, administrators, executors and assigns, to the following:
 - I agree to indemnify the City of Mesa, its employees, agents, officials, and officers from all liability, including claims or actions for physical injury, death, or property damage arising out of or in connection with the borrowed tool(s) and equipment, including those claims based on product liability or negligence.
 - I agree to waive any and all claims that I may have against the City of Mesa, its employees, agents, officials and officers for any physical injury, death or property damage I experience arising out of the use of the borrowed tool(s) and equipment, including claims based in negligence. I understand that by signing this Waiver I am giving up my right to sue the City of Mesa for any damages resulting from the use of the tools and equipment.
 - I acknowledge that I have received, read and understood the operating instructions for any borrowed power tool or equipment.
 - I acknowledge that the power tool(s) must NOT be used by any person under the age of eighteen (18) years old.
 - I acknowledge that the City of Mesa has provided the tools and/or equipment to me at no cost as a public service. It is my responsibility to check and inspect the equipment prior to use and to stop using the tools and/or equipment if I have any indication that it might be unsafe. I agree to notify the City of Mesa of any problems encountered when using the tools or equipment.

- I agree that, if the loaned power tool(s) include airless paint sprayer(s), I attest that I have completed the City of Mesa, Code Compliance Division Training Program appropriate to the model of sprayer borrowed and that I have received certification for the use of that sprayer.
- I acknowledge that the airless paint sprayer(s) must NOT be used by any person who has not obtained that certification for the use of that sprayer. I further acknowledge that it is my responsibility to determine whether any individual I allow to operate such sprayer is certified.

Participants. I understand that I have voluntarily agreed to assist in a Special Project, that the date for the Special Project may be changed at the sole discretion of the City of Mesa, that I will not be paid for my services and that either the City of Mesa or I may terminate my participation at any time for any reason. I, the undersigned, have carefully read all of items 1, 2 and 3 above and fully understand its contents, and I am aware that this is a release of certain rights and sign it of my own free will.

Parental Consent. I, as the parent(s) or legal guardian(s) of the below listed minor, give him/her permission to participate in the Special Project. I (we) understand the foregoing provisions shall apply to my (our) child and fully and voluntarily agree to be bound thereto. By signing below, I (we) certify that I (we) am competent to enter into the agreement on behalf of my (our) child. In the event of a medical emergency, I (we) understand that every effort will be made to contact me (us) at the telephone number listed on this agreement. If I (we) cannot be reached, for any reason, I (we) hereby authorize the City of Mesa to seek treatment for my (our) child, and a copy of this permission form may be accepted by and treated by the physician or medical provider as the equivalent to the original permission form. I, the undersigned, have carefully read this participation agreement and waiver of liability, fully understand its contents, and I am aware that this is a release of certain rights and sign it of my own free will.