

**IRVING POLICE DEPARTMENT**  
**WAIVER OF LIABILITY, RELEASE, AND INDEMNITY AGREEMENT**

**NAME:** \_\_\_\_\_

**STREET ADDRESS:** \_\_\_\_\_

**CITY:** \_\_\_\_\_ **ZIP:** \_\_\_\_\_

**BIRTH DATE:** \_\_\_\_\_

**DRIVERS LICENSE NUMBER:** \_\_\_\_\_

**BUSINESS PHONE:** \_\_\_\_\_

**HOME PHONE:** \_\_\_\_\_

**CELL PHONE:** \_\_\_\_\_

STATE OF TEXAS                    §  
COUNTY OF DALLAS            §

I, \_\_\_\_\_, as an inducement to the City of Irving to allow me to participate in Rape Aggression Defense Systems Physical Defense System (“RAD”), a program sponsored by the City of Irving, Texas and the Irving Police Department, and recognizing that such program may involve certain dangers, including but not limited to the possibility of physical danger, harm, accidents, and injuries, do hereby agree not to sue and further agree to and assume any and all risks arising from any incident, action, occurrence, or activity occurring on public, private, or other property, which affects me in any manner whatsoever, and do hereby release, and agree to hold harmless and to indemnify the City of Irving, its officials, Departments, officers, agents, and employees, in both their official and individual capacities, from any and all liability, claims (including claims for attorneys’ fees and costs of court), suits, demands, causes of action or alleged causes of action which may arise, or may be alleged to have arisen, from my participation in the RAD program, including liability, claims, suits, demands, or causes of action which arise, or which allegedly arose, from the intentional or negligent acts or omissions of the City of Irving, its officers, agents, employees, or officials, **INCLUDING THE SOLE NEGLIGENCE OF THE CITY OF IRVING, ITS OFFICERS, AGENTS, EMPLOYEES, OR OFFICIALS.**

I voluntarily choose to participate in this program for personal reasons without promise, expectation, or receipt of money or any other type of compensation.

I understand and acknowledge that my participation in the RAD program is solely that of a volunteer, and not that of an agent, employee, or representative of the City of Irving or the Irving Police Department.

I also understand that the execution of this Release shall not constitute a waiver by the City of Irving, its officers, agents, officials, and employees of the defense of governmental immunity, where applicable, or to any other defense, claim, cause of action or assertion of any kind or nature, recognized by any court of law, administrative agency, or other entity.

I certify that I have read the foregoing instrument, that I understand its terms and conditions, that I make this waiver voluntarily and that I have not relied upon any representations made by the City of Irving, or its officers, agents, employees, or officials in signing this Release. I further certify that I am an adult, am in sound mental health, and fully capable of making this waiver of liability.

I grant permission for the City of Irving to use my photo or video for any printed or electronic communications, marketing, and advertising materials produced by the City of Irving.

SIGNED, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Participant Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Witness: \_\_\_\_\_

Date: \_\_\_\_\_