

**CONSTRUCTION-RELATED ACTIVITIES**  
**VOLUNTEER AGREEMENT**

This Construction-Related Activities Volunteer Agreement ("Agreement") by EL PASO INDEPENDENT SCHOOL DISTRICT (the "District") and \_\_\_\_\_

\_\_\_\_\_ ("Volunteer").

1. Volunteer has agreed to serve as a direct service volunteer for the District on District premises, at school-sponsored or school-related activities, performing construction activities on or across school property as follows:

Volunteer Services: \_\_\_\_\_

Location: \_\_\_\_\_

1. In performing such construction-related volunteer services, Volunteer acknowledges and agrees that:

a. Volunteer will perform its volunteer services in a reasonable and prudent manner.

b. Volunteer shall not receive compensation of any nature for performance of Volunteer's Services.

c. Volunteer hereby releases the District, its officers, directors, trustees, agents, employees and other representatives (collectively, the "District Parties") from any and all claims, causes of action, suits, demands, actions, expenses, compensation, damages, medical expenses, costs, fees, lost income, personal injuries, pain and suffering, mental anguish, or loss of any kind, foreseen or unforeseen which Volunteer may hereafter accrue as a result of Volunteer's performance of his/her volunteer services. **THIS RELEASE SHALL APPLY REGARDLESS OF WHETHER THE LOSS IN QUESTION ARISES IN PART FROM ANY NEGLIGENT ACT OR OMISSION OF A DISTRICT PARTY OR, FROM STRICT LIABILITY OF ANY SUCH DISTRICT PARTY OR OTHERWISE.**

d. Volunteer agrees to indemnify and hold the District Parties harmless against any and all claims, demands, damages, costs, and expenses, including investigation expenses and reasonable attorneys' fees for the defense of such claims and demands (collectively, "Loss"), arising out of or attributed directly or indirectly, to the operation, conduct or management of Volunteer's business on the Property, Volunteer's use of the Property, of any covenant or condition hereof or from the use or occupancy of the school property by Volunteer or from any act, omission or neglect of Volunteer, Volunteer's agents, servants, employees, contractors, licensees, customers or invitees or from any other cause whatsoever. **THIS INDEMNITY SHALL APPLY REGARDLESS OF WHETHER THE LOSS IN QUESTION ARISES IN PART FROM ANY NEGLIGENT ACT OR OMISSION OF A DISTRICT PARTY OR, FROM STRICT LIABILITY OF ANY SUCH DISTRICT PARTY OR OTHERWISE.** In case of any action or proceeding brought against a District Party by reason of any such claim, Volunteer, upon notice from the District, agrees to defend the action or proceeding by counsel acceptable to the District;

e. Volunteer agrees to comply with all facility rules and regulations and any other restrictions as may be imposed by the District and its employees with respect to the Volunteer's services.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Volunteer:

\_\_\_\_\_