

## WAIVER AND RELEASE

I request to be included in the CARE program and I release and hold harmless the City of Plano and any participating city departments supporting the CARE program against any and all claims in relation to services received or initiated through the CARE program.

The participant acknowledges that the City of Plano and its support departments are providing the CARE program as a <u>public service and for no compensation</u>. The participant recognizes that the City of Plano may at its sole discretions terminate this service at any time. <u>The participant also acknowledges that technical problems or human error may result in a failure of the service at any time</u>.

In consideration of these factors, the participant hereby waives, releases and holds harmless the City of Plano, its administrators, agents, and employees from any claim arising from a failure, for any reason, to provide the services contemplated by this agreement, and the participant further agrees to waive, release and hold harmless the City of Plano and its administrators, agents, and employees against any claim for direct, incidental or consequential damages arising from any act or omission of the City of Plano, their administrators, agents or employees, in connections with the City of Plano's participation in this program.

This is not intended to take the place of personal care or personal checks to the individual. This program is intended to provide additional welfare checks only by telephone contact to the enrolled member.