

PARTICIPANT WAIVER AND HOLD HARMLESS FORM

CITY OF HAINES CITY, FLORIDA

1. In consideration for receiving permission to participate in the Recreational Activity (herein referred to as ACTIVITY), which is sponsored by the City of Haines City, Florida (“CITY”), or part of one of its Parks and Recreation programs, I hereby **RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE, AND AGREE TO HOLD HARMLESS** for any and all purposes the CITY, and its officers, servants, agents, volunteers, or employees (herein referred to as RELEASEES) **FROM ANY AND ALL LIABILITIES, CLAIMS, DEMANDS, OR INJURY, INCLUDING DEATH**, that may be sustained by me while participating in such activity, or while on the premises owned or leased by RELEASEES, or other location used for ACTIVITY, at any other location, during any free time whether CITY employees are present or not, or while traveling to or returning from the location where the ACTIVITY takes place, *including injuries sustained as a result of the negligence of RELEASEES*. I acknowledge there may be physically strenuous activities. I know of no medical reason why I should not participate.

2. I am fully aware that there are inherent risks involved with ACTIVITY, including but not limited to risk of loss, property damage or personal injury, including death, and I choose to voluntarily participate in said Activity with full knowledge that said activity may be hazardous to me and my property. **I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH**, that may be sustained by me as a result of participating in said Activity *including injuries sustained as a result of the negligence of RELEASEES*. I further agree to indemnify and hold harmless the RELEASEES for any loss, liability, damage or costs, including court costs and attorney’s fees that may occur as a result of my participation in said activity, including any injury, death, or loss sustained while traveling to or from ACTIVITY.

3. I acknowledge that if transportation to and from ACTIVITY is not provided by the CITY, and that if transportation is provided by other individuals, the owners of such vehicles are solely responsible for provision of any bodily, injury, and property damage insurance as may be required by law.

4. I understand that RELEASEES do not maintain any insurance policy covering any circumstance arising from my participation in this activity or any event related to that participation. As such, I am aware that I should review my personal insurance coverage. I understand that should I be injured while traveling, my personal insurance will be responsible for the treatment of my injuries. If I do not carry personal health insurance, I understand that I am personally financially responsible for the treatment of my injuries.

5. Consent to Emergency Medical Treatment: The CITY may (but is not obligated to) take any action(s) it considers to be warranted under the circumstances regarding my health and safety. In case of an emergency that calls for medical care, hospitalization or surgery, I authorize CITY, by and through its authorized representative(s) or agent(s) in charge of this ACTIVITY to secure any treatment which appears reasonably necessary under the circumstances. It is understood that

such treatment shall be solely at my expense. I understand that the CITY's authorized representative(s) or agent(s) for this ACTIVITY are not trained on medical care.

6. It is my express intent that the terms of this Participation Waiver and Hold Harmless Form shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representatives, if I am deceased, and shall be governed by the laws of the State of Florida.

7. In signing this Participation Waiver and Hold Harmless Form, I acknowledge and represent that I have read the foregoing Participation Waiver and Hold Harmless Form, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements apart from the foregoing agreement that has been reduced to writing have been made. I execute this document for full, adequate and complete consideration fully intending to be bound by the same, now and in the future.

SIGNED this ____ day of _____, 20____.

Participant Signature: _____

Participant Printed Name: _____

Parent or Legal Guardian Signature: _____
(If Participant is under 18 years old)

Parent or Legal Guardian Printed Name: _____
(If Participant is under 18 years old)

Witness Signature: _____

Witness Printed Name: _____

PARTICIPANT PHOTO RELEASE/WAIVER FORM

CITY OF HAINES CITY, FLORIDA

I grant permission to the CITY to take and use photographs, videos, and/or digital images of the me (“Images”) for use in news releases and/or educational materials, including but not limited to printed publications or materials, electronic publications, web sites, or other digital media. I agree that the my name and identity may be revealed in descriptive text, commentary or media in connection with the Images. I authorize the use of these Images without compensation to me. I also acknowledge and agree that all negatives, prints, digital reproductions, and rights shall be the property of the CITY.

SIGNED this ____ day of _____, 20____.

Participant Signature: _____

Participant Printed Name: _____

Parent or Legal Guardian Signature: _____
(If Participant is under 18 years old)

Parent or Legal Guardian Printed Name: _____
(If Participant is under 18 years old)

Witness Signature: _____

Witness Printed Name: _____