



## **WAIVER AND RELEASE OF LIABILITY**

(Please read carefully before signing.)

I, the undersigned, \_\_\_\_\_ (hereinafter "PARTICIPANT") HEREBY WAIVE, RELEASE, INDEMNIFY, HOLD HARMLESS, AND FOREVER DISCHARGE the City of Sunny Isles Beach (hereinafter the "City") and its officers, employees, and agents (hereinafter "Released Parties"), of and from any and all claims, losses, demands, contracts, expenses, causes of action, lawsuits, damages and liabilities, of every kind and nature, whether known or unknown, in law or equity, that I ever had or may have, arising from or in any way related to participation in any of the events, programs or activities conducted by or for the benefit of the City, whether on or off the premises including but not limited to 1) cultural event trips, 2) afterschool programs, 3) arts and craft activities, 4) recreational, athletic, artistic, adventure and/or sporting activities, 5) camps, and 6) instructional classes or lessons (hereinafter "Activities"), (hereinafter "Activities"), provided that this waiver of liability does not apply to any acts of gross negligence, or intentional, willful or wanton misconduct.

I understand that the Activities that I may participate in are inherently dangerous and may cause serious or grievous injuries or death and/or damage to personal property. Risks may also stem from my own conduct or that of others or from equipment or conditions.

I waive all claims relating to damages, injuries or death sustained by me or damages to or loss of personal property, which any of Released Parties may have against any Released Parties in connection with Activities, even if such may be caused by or related to negligence of Released Parties or others.

I have the necessary skills to participate safely in all facets of all Activities except as noted below. The nature of the Activities has been fully disclosed and I expressly waive any claims relating to any description of the Activities in any flyer, advertisement, or brochure. If at any time I believe conditions to be unsafe, I will immediately exercise my rights and responsibilities and discontinue further participation in the Activities.

By way of this waiver and release, I assume any risk and take full responsibility and waive any and all claims of personal injury, death or damage to personal property caused by or associated with the City's Activities or any of the Released Parties, including by not limited to my presence at any Activities or use of the City's Facilities or its equipment.

This waiver and release contains the entire agreement between the parties, and supersedes any prior written or oral agreements between them concerning its subject matter. The provisions of this waiver and release may be waived, altered, or repealed, in whole or in part, only upon the prior written consent of all parties. If any provisions contained herein shall be found invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provisions herein.

The provisions of the waiver and release will continue in full force and effect even after the termination of the Activities whether by agreement, by operation of law, or otherwise. I agree that I shall be required to sign a new Wavier and Release of Liability each year (i.e. 365 calendar days) that I participate in Activities with the City.

### **I UNDERSTAND AND CONFIRM THAT BY SIGNING THIS WAIVER AND RELEASE, I HAVE GIVEN UP CONSIDERABLE FUTURE LEGAL RIGHTS.**

I have signed this waiver and release freely, voluntarily, under no duress or threat of duress, without inducement, promise or guarantee being communicated to me. My signature is proof of my intention to execute a complete and unconditional waiver and release of all liability to the full extent of the law.

I agree I will follow all rules and directions of the City and its authorized employees or agents in any Activity. In case of an injury, emergency or accident, I hereby provide the City and its authorized employees or agents with permission to administer basic First Aid and to contact 911 or other emergency personnel as needed. Should First Aid or medical services become necessary, any expense resulting therefore are the sole responsibility of the participant and not that of the Released Parties.

I hereby certify that I have adequate insurance to cover any injury or damage which I may cause or suffer while participating in any Activities of the City or alternatively I agree to bear the cost of such injury or damage myself.

**Medical Conditions:** I am subject to the following allergies or medical conditions, and I authorize the City and its authorized employees or agents to disclose these conditions to a physician or other medical professional in the event I should require emergency medical care:

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I understand that an unaltered signed waiver and release is a strict condition of my participation in any Activities whatsoever of the City. As a convenience, a duly signed Waiver and Release may be maintained by the City in lieu of requiring a new copy to be signed each time I participate in any Activities of the City and that such waiver and release is effective for and governs all my participation in any Activities.

**I HEREBY CERTIFY THAT I HAVE LEGAL AUTHORITY TO ENTER INTO THIS WAIVER AND RELEASE ON BEHALF OF MYSELF. I HAVE HAD SUFFICIENT OPPORTUNITY TO READ THIS ENTIRE DOCUMENT. I HAVE READ AND UNDERSTOOD IT, AND I AGREE TO BE BOUND BY ITS TERMS.**

**PLEASE PRINT LEGIBLY.**

Date \_\_\_\_\_

First Name \_\_\_\_\_ Last Name \_\_\_\_\_

Street Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Phone Number \_\_\_\_\_ Email \_\_\_\_\_

Signature \_\_\_\_\_

**MEDIA RELEASE FORM**

The City of Sunny Isles Beach (the "City") and its authorized employees or agents may be taking photographs of participants in Activities. This documentation may be used in future City sponsored brochures, posters, pamphlets, newspaper, photographs, City advertisements and/or any other promotional materials. To ensure your privacy, we would like your permission to include you in these promotional materials.

I, \_\_\_\_\_ ("NAME") agree to give permission for photographs to be used in future promotional materials by the City. I agree that any photographs, pictures, slides, movies, or videos may be taken in connection with my participation in the event or activity without any compensation from the City or their agents and employees and I do hereby consent to the use of said photographs, pictures, slides, movies, or videos for any legal purpose.

Participant's Name: \_\_\_\_\_

Participant's Signature: \_\_\_\_\_

Parent/Guardian Signature: \_\_\_\_\_  
(If Participant is a minor)