



WAIVER AND RELEASE OF LIABILITY
(Please read carefully before signing.)

CHILD

I, the undersigned, on behalf of _____ (hereinafter "CHILD" and/or "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 or CHILD ever had or may have, arising from or in any way related to CHILD'S participation in any of the events, activities or programs 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"), 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 CHILD 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.

On behalf of myself, CHILD, the heirs, assigns, next of kin or family of myself or CHILD (hereinafter "Releasers"), CHILD and I waive all claims relating to damages, injuries or death sustained by me or CHILD or damages to or loss of personal property, which any of Releasers may have against any Released Parties in connection with CHILD'S Activities, even if such may be caused by or related to negligence of Released Parties or others.

CHILD has 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 parental/guardianship rights and responsibilities and discontinue further participation by CHILD in the Activities.

By way of this waiver and release, I assume any risk on behalf of CHILD 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 but not limited to CHILD'S presence at any Activities or use of any facilities and/or 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 my Child participates in Activities with the City.

I UNDERSTAND AND CONFIRM THAT BY SIGNING THIS WAIVER AND RELEASE, CHILD AND 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 that CHILD 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 CHILD or 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: CHILD is 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 CHILD should require emergency medical care:

I understand that an unaltered signed waiver and release is a strict condition of CHILD'S 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 CHILD participates in any Activities of the City and that such waiver and release is effective for and governs all CHILD'S participation in any Activities.

I HEREBY CERTIFY THAT I HAVE LEGAL AUTHORITY TO ENTER INTO THIS WAIVER AND RELEASE ON BEHALF OF MYSELF AND CHILD. 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 _____

Child's First, Middle and Name _____

Street Address _____

City _____ State _____ Zip Code _____

Printed Name of Parent (Guardian) _____

Signature of Parent (Guardian) _____

Parent/Guardian's relationship to Child _____

Phone Number _____ Email _____

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)

**City of Sunny Isles Beach
Cultural & Community Services Department
Code of Conduct**

Programs sponsored by this department are for recreational purposes. In order to ensure a safe and fun experience for everyone, the following rules will be enforced.

- Any acts of violence by a participant or their parent/guardian will not be tolerated and may be grounds for immediate removal from the program.
- Use of bad language such as curse words or threats by participants or their parent/guardian is not permitted.
- Fighting of any kind by participants or their parent/guardian, whether verbal or physical, will not be tolerated or allowed and may be grounds for immediate dismissal. Continued offenses may be grounds for removal from the program.
- Lewd (obscene, dirty, off color, suggestive) behavior is not permitted.
- Destruction or defacement of property is not permitted.
- Illegal use or possession of drugs or alcohol is not permitted.
- Smoking during program activities is not permitted.
- Misbehavior of any kind during group transportation, while in a program, which causes safety concerns is not permitted.
- Firearms, weapons, or destructive devices of any kind are not permitted.

The Cultural & Community Services Department employees and their designees have authority to regulate participants' behavior and may have individuals sent home for a period of time up to and including dismissal from the program if they do not comply with standard conduct rules.

For outdoor programs, such as athletic programs, removal from the program may include limited use of the park.

I acknowledge that I have read the above Code of Conduct and agree to abide by the rules set forth therein.

Participant Name

Date of Birth

Participant Signature

Today's Date

Parent/Guardian Signature