



RELEASE OF LIABILITY, HOLD HARMLESS & INDEMNIFICATION AGREEMENT
CITY OF SUNNY ISLES BEACH

This Release of Liability and Hold Harmless and Indemnification Agreement (“Agreement”) is executed by the below-named person, individually, or as the parent and/or legal guardian (the “Guardian”) of the below-named minor child, (in either case, the “Participant”), in favor of the **City of Sunny Isles Beach** and its elected/appointed officials, directors, employees, officers, and agents (the “City”), relating to 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"). The Participant, and if the Participant is a minor, the Guardian on behalf of Participant, acknowledges and agrees that:

1. Participant is willingly and voluntarily participating in Activities operated by the City, with knowledge of the dangers involved. Participant acknowledges that participation in the Activities may involve risk to Participant’s personal safety and carries with it the potential for injury, death, and property loss. Participant understands that the City makes no guarantees that the Activities and recreational facilities are free of hazards, including by way of example and not limitation, those associated with terrain, facilities, equipment, weather, Participant’s personal health, Participant’s physical limitations, or the actions of others, and makes no guarantee ensuring Participant’s personal safety. Participant hereby agrees to expressly assume and accept any and all risks of injury, illness, or death which in any way arise out of such participation in Activities and use of the recreational facilities.
2. Novel coronavirus (COVID-19) has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. The City has put in place preventative measures to reduce the spread of COVID-19; however, the City cannot guarantee that Participant or any other person, will not become infected with COVID-19. Further, attending or utilizing the gym and recreational facilities or visiting City facilities may increase Participant’s risk of contracting COVID-19. Participant acknowledges the contagious nature of COVID-19 and voluntarily assumes the risk that Participant may be exposed to or infected by COVID-19 by visiting or utilizing the City’s recreational facilities and that such exposure or infection may result in personal injury, illness, permanent disability, and/or death of Participant or others.
3. Participant hereby assumes all of the risks of participating in Activities, utilizing the City’s recreational facilities, or by visiting City facilities, including but not limited to risks that are both known and unknown, human and environmental, even if such risks arise from Participant’s own negligence or the negligence of the City or the negligence of others.
4. Participant understands that participating in the Activities and utilizing the City’s recreational facilities programming is voluntary and that the Participant is not required to participate or utilize such facilities. Participant agrees to abide by the City’s safety policies and procedures, criteria and requirements in addition to all safety instructions and directions provided by City personnel during recreational activities and programming.
5. Participant, for himself/herself and on behalf of his/her beneficiaries, heirs, assigns, personal representatives, and next of kin hereby releases and holds harmless and covenants to defend and indemnify the City with respect to any and all injury, illness, disability, death, loss or damage to Participant or Participant’s property arising out of or in any way connected to Participant’s participation in the Activities or utilization of the City’s recreational facilities or programming or visiting City facilities, whether resulting from Participant’s negligent act or omission or the act or omission of any other person or any act or omission of the City, including, but not limited to the negligent acts or omissions of the City.
6. Participant declares himself/herself to be physically sound and suffering from no condition, impairment, disease, infirmity, or other illness that would prevent participation in the City’s Activities and utilization of the

recreational activities and programming. Participant hereby acknowledges that it is recommended that a physician's approval be obtained in advance of participation in an exercise/fitness activity or in the use of recreational facilities and exercise equipment and machinery. Participant also acknowledges that it is recommended that Participant have a yearly or more frequent physical examination and consultation with Participant's physician as to physical activity, exercise, and use of exercise and training equipment, and recreational facilities, so that Participant might have recommendations concerning these fitness activities and equipment use. Participant acknowledges that Participant has either had a physical examination or has been given a physician's permission to participate, or that Participant has decided to participate without the approval of Participant's physician, and does hereby assume all responsibility for Participant's participation in City programming and Activities.

7. In case of emergency, the City is authorized to seek medical treatment and transportation for Participant from such physicians, hospitals and ambulance services as may be chosen by City in its reasonable discretion (note: the physician(s), hospital(s), and ambulance service(s) selected by the City may not be the Participant's preference). Participant acknowledges that the City has no obligation to seek such treatment or transportation. Participant hereby consents to receive medical treatment, which may be deemed advisable in the event of injury, accident and/or illness during the Program. Participant understands that Participant is responsible for furnishing health insurance in case of injury or illness and accepts full financial responsibility for payment of any and all medical services. Participant hereby releases and forever discharges the City from any claim whatsoever that arises or may arise on account of any first aid, treatment or service rendered to Participant in connection with the City, and related recreational facilities, programming and Activities.

Medical Conditions: Participant is subject to the following allergies or medical conditions, and the City is hereby authorized to disclose these conditions to a physician or other medical professional in the event Participant should require emergency medical care:

8. Participant agrees to defend, indemnify, and hold the City harmless from and against any and all claims, demands and causes of action of whatsoever kind or nature sustained by the City arising out of, or by reason of, or resulting from the activities and programming contemplated by this Agreement, and from and against any and all resulting losses, costs, expenses, attorney's fees, liabilities, damages, orders, judgments, and decrees in connection with this Agreement and the activities contemplated herein, regardless of City's negligence or the negligence of City's agents, servants or employees.
9. Participant understands that this Agreement is intended to be as broad and inclusive as permitted by the laws of the state of Florida and agrees that if any clause or provision of this Agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect the remaining provisions of this Agreement.
10. The provisions of this Agreement will continue in full force and effect even after the termination of the Activities whether by agreement, by operation of law, or otherwise. Participant agrees to sign a new Agreement each year (i.e. 365 calendar days) that Participant is engaged in Activities with the City.

NOTICE TO THE MINOR CHILD'S NATURAL OR LEGAL GUARDIAN

READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN THOUGH THE CITY USES REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN

DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM THE CITY IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND THE TOWN HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

I UNDERSTAND AND CONFIRM THAT BY SIGNING THIS RELEASE OF LIABILITY AND HOLD HARMLESS, I, INDIVIDUALLY, OR AS THE PARENT AND/OR LEGAL GUARDIAN OF THE BELOW NAMED MINOR CHILD, HAVE GIVEN UP CONSIDERABLE FUTURE LEGAL RIGHTS.

I HAVE READ, FULLY UNDERSTAND, AND ACCEPT THIS RELEASE OF LIABILITY AND HOLD HARMLESS AND INDEMNIFICATION AGREEMENT, AND I SIGN THIS FORM ON MY OWN FREE WILL.

Participant's Name (Print) _____

Participant's Signature _____ Date _____
(or, if participant is a Minor Child, Signature of Parent or Legal Guardian)

Parent or Legal Guardian's Name (if Participant is a Minor Child) _____

Parent/Guardian's relationship to Child _____

Address _____

City _____ State _____ Zip _____

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