



TOWN OF SURFSIDE

STATEMENT OF VOLUNTARY CONSENT, RELEASE AND WAIVER OF LIABILITY

Participant's Name: _____

Address: _____

City, State, Zip: _____

In consideration of being permitted to participate in activities offered and provided by the Town of Surfside or using any facilities of the Town of Surfside Parks & Recreation Department (the "Activity"), I hereby agree as follows:

I, _____, for myself and my estate, heirs, administrators, executors, and assigns, hereby covenant not to sue and do hereby release and hold harmless the Town of Surfside, its elected officials, officers, directors, attorneys, employees, representatives, agents, volunteers, their assigns and successors (collectively, the "Releasees"), from any and all liability and responsibility whatsoever, however caused, for any and all damages, claims, or causes of action that I, my estate, heirs, administrators, executors, or assigns may have for any loss, illness, personal injury, death, or property damage responsibility, liability, or cost for any accident or injury of any nature to me arising from my participation, arising out of, connected with, or in any manner pertaining to the Activity, whether such injury is sustained as a result of my participation in the Activity, whether upon Town of Surfside facilities or property or at any other location, including, before, during or after participating in said Activity, or being transported there from or thereto, whether caused by the negligence or gross negligence of Releasees or otherwise.

I fully understand that there are potential risks and hazards associated with the Activity, including, but not limited to, possible injury or loss of life. I further understand that while participating in the Activity, I may be visiting locations and interacting with persons that are not associated with or under the control or supervision of the Releasees. Despite the potential risks and hazards associated with the Activity, I wish to proceed, and hereby voluntarily consent to my participation in the Activity and freely accept and assume all risks and hazards that may arise from my participation in the Activity and that could result in loss, illness, personal injury, death, or property damage to me or to my property, including assuming any costs, including medical costs, as a result of such accident or injury in connection with the activities associated with my participation, whether caused by the negligence or gross negligence of the Releasees or otherwise. I further understand and agree that the Town of Surfside does not provide any insurance coverage for the Activity. I hereby authorize medical treatment for myself, at my own expense, if the need arises, and further authorize the Town of Surfside to call my physician and/or to arrange for transportation to a hospital, in the event of any injury to myself, although I understand that the Town assumes no responsibility to do so.

I acknowledge that I am freely and voluntarily participating and that I am in no way required to participate in the Activity, but do so by choice. I waive any and all claims I may have in the future, including claims of negligence and gross negligence as a result of my participation in the Activity and give up and forever release my right to file any lawsuit against the Releasees, involving any accident or injury to me resulting from my participation in the Activity.

Participant Initials: _____

I further hereby agree to indemnify and hold harmless the Releasees from any judgment, settlement, loss, liability, damage, or costs, including court costs and attorney fees for both the trial and appellate levels that Releasees may incur as a proximate result of any negligent or deliberate act or omission on my part during my participation in the Event. I further expressly agree that this Waiver and Assumption of Risk Agreement (the Agreement") is intended to be as broad and inclusive as is permitted by the laws of the State of Florida and that if any portion of the Agreement is held to be invalid, that the balance shall, notwithstanding, continue in full legal force and effect. In signing this agreement, I acknowledge and represent that I have read and understand it; that I sign it voluntarily and for full and adequate consideration, fully intending to be bound by the same; and that I am at least eighteen (18) years of age and fully competent. If I am not at least eighteen (18) years of age, then I have obtained my parent/guardian's signature on this release, in addition to my own. I HAVE READ THIS AGREEMENT, UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND VOLUNTARILY AGREE TO BE BOUND BY IT.

I HEREBY declare and represent that in making, executing and tendering this Statement of Voluntary Consent Release/Waiver of Liability, I understand and acknowledge that I am relying wholly upon my own independent judgment, belief and knowledge of the circumstances involved in my participation in the described activity, and that I have read this statement, understood its contents, and executed it of my own free will and choice.

IN WITNESS WHEREOF, I have executed this document this ____ day of _____, 20__.

(Signature of Participant)

(Print Name of Participant)

(Signature of Participant's Parent/Guardian if under 18 years of age)

(Print Name of Participant's Parent/Guardian if under 18 years of age)

Check One:

_____ I authorize the Town to depict for any purpose, without paying compensation to me, my child or any other individual or entity, the likeness, image, name and/or signature of me or my child in photographic or other works appearing in any and all media (presently known or unknown) worldwide.

_____ I do not authorize the Town to depict for any purpose, without paying compensation to me, my child or any other individual or entity, the likeness image, name and/or signature of me or my child in photographic or other works appearing in any and all media (presently known or unknown) worldwide.

(Signature)

(Date)

(Print Name)

Participant Initials: _____