

**RELEASE, WAIVER AND INDEMNIFICATION AGREEMENT
City of Apopka Recreation Department Programs and Events**

**NOTICE TO THE MINOR CHILD'S
NATURAL 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 IF THE CITY OF APOPKA 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 OF APOPKA 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 CITY OF APOPKA HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

**YOU MUST CAREFULLY READ THIS DOCUMENT BEFORE SIGNING IT.
YOU ARE WAIVING OR RELEASING VALUABLE LEGAL RIGHTS.
YOU ARE ADVISED TO SEEK THE ADVICE OF AN ATTORNEY IF YOU
DO NOT FULLY UNDERSTAND THIS DOCUMENT.**

I, _____ (**(name of legal guardian and/or natural parent of referenced minor child/children)**), for myself, my heirs and personal representatives, hereby assume all liabilities, risks, injuries and hazards to my child/children,

(name of above-referenced minor child/children), incidental to, or as a result of, participation in [*City of Apopka Recreation Department Programs and Events*], including transportation TO AND FROM the said activity. I freely acknowledge the fact that this/these program(s) and/or activity(ies) may have, and/or do involve, physical contact or other conditions or factual circumstances where physical or other injuries may occur, and that transportation to and from said event could involve the potential for an automobile, or other, accident.

Further, by participating in [*City of Apopka Recreation Department Programs and Events*], I acknowledge that there are certain risks to my minor child arising from or related to possible exposure to communicable diseases including, but not limited to, the virus SARS-CoV-2, which is responsible for the disease known as COVID-19 and/or any mutation or variation thereof (collectively referred to as “Communicable Diseases”). I am fully aware of the hazards associated with such Communicable Diseases and knowingly and voluntarily assume full responsibility for any and all risk of personal injury or other loss sustained by my minor child in connection with such Communicable Diseases.

As legal guardian and/or natural parent of the above referenced child/children, I do hereby warrant that my minor child is in good health and has no physical condition that would prevent them from safely participating in the program(s) and/or activity(ies) identified above. If my minor child has any medical or physical limitation, I have made the Program’s staff aware of such limitations in writing in advance of my minor child’s participation in the program(s) and/or activity(ies), which may/may not include swimming or water activities. As legal guardian and/or natural parent of the above referenced child/children, I do hereby waive, release and agree to indemnify and hold harmless the City of Apopka, their officers, agents, employees, the organizers, sponsors, activity supervisors, co-sponsoring organizations and participants for any claim, demand, liability, costs, suits, charges or compensation for loss or injury of any kind arising out of a loss or an injury, including losses or injuries arising from the negligence of the City of Apopka, their agents or employees and sponsors or activity supervisors, arising from my child/children's participation in the said activity.

I, _____ (**(name of legal guardian and/or natural parent of above-referenced minor child/children)**), as legal guardian and/or natural parent of the above referenced child/children, assume all risk of injury, liability, and loss arising from my child/children's participation or presence at said activity. I acknowledge that the City of Apopka, will not assume any costs relating to any injury while my child/children are involved in this activity, or from transportation to or from this activity. This Waiver, Release and Hold Harmless/Indemnification Agreement is in consideration of the City of Apopka, permitting my child/children's participation in the activity or program at issue and in further consideration of the City of Apopka, not requiring self-funded liability insurance coverage on my part as a condition precedent to my child/children's participation in the activity.

I, _____ (**(name of legal guardian and/or natural parent of above-referenced minor child/children)**), as legal guardian and/or natural parent of the aforesaid child/children, freely and voluntarily assume all risk of loss or injury arising from my child/children's participation in the activity whether due to my negligence, my child/children's negligence, or the negligence or intentional acts of others. I acknowledge that, absent this Release and Indemnification, the City of Apopka, or other sponsors of the activity would not have offered me, or my child/children, the access to the activity because of unacceptable exposure to civil liability claims and/or lawsuits, or the expense of providing a program that is risk-free. By signing this waiver, I agree to indemnify any and all employees of the City of Apopka, for any and all damages which result from any and all acts or omissions, including negligence, in whole or in part, on the part of any City of Apopka, employee.

I have read and understood this document and sign it freely and knowingly, intending that it shall be fully operative and effective in all respects and that it waives legal rights to which

I, _____ (**(name of legal guardian and/or natural parent of above-referenced minor child/children)**), or my child/children, might otherwise be entitled if my child/children are hurt or suffer loss during his/her/their participation in that activity.

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City of Apopka Recreation Department Programs and Events

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Participant's Signature/Name

Age

Date

FOR PARENTS/GUARDIANS OF PARTICIPANT OF MINOR AGE (UNDER AGE 18 AT TIME OF REGISTRATION)

I certify that I am the legal parent/guardian with responsibility for this participant, and that I have read the foregoing Agreement and do consent and agree to his/her release of all the Released Parties as provided above. I further agree that, for myself, my heirs, assigns, beneficiaries, executors, administrators, personal representatives, and next of kin, I expressly release and agree to indemnify and hold harmless the Released Parties from any and all liability incident to the above Participant's involvement or participation in City of Apopka related events or activities as provided herein, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, to the fullest extent permitted by law.

Parent/Guardian Signature

Date

Emergency Phone Number(s)