

ACTIVITY: SOFTBALL TEAM NAME: \_\_\_\_\_

NAME: \_\_\_\_\_  
First Last

ADDRESS: \_\_\_\_\_

CITY / STATE / ZIP: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

PHONE NUMBER: ( ) - \_\_\_\_\_

**ASSUMPTION OF RISK, WAIVER OF CLAIMS, INDEMNIFICATION**

In consideration of the City allowing me to participate in the Activity listed above and use of City equipment and facilities related to the Activity, I understand and voluntarily consent and agree to the following:

- I am over the age of 18 years.
- I am not participating in the Activity as an employee and instead I am participating in the Activity as an unpaid volunteer or participant.
- I, on my own behalf, hereby ASSUME FULL RESPONSIBILITY for and risk of bodily injury or property damage due to the negligence of the City and its officers, employees and volunteers (the "Released Parties") or otherwise while in or upon the facilities related to the Activity and/or while completing, practicing, officiating, observing, volunteering or for any purposes participating in the Activity.
- I, on my own behalf, hereby RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE the Released Parties from all liability to me for any and all loss or damage and any claims or demands on account of injury to person or property of me, whether caused by the negligence of the Released Parties or otherwise while I am in or upon the facilities related to the Activity and/or competing, practicing, observing, volunteering, or for any purpose participating in the Activity.
- I, on my own behalf, hereby agree to INDEMNIFY AND HOLD HARMLESS the Released Parties from any loss, liability, damage, cost they may incur due to the presence of me in or upon the facilities related to the Activity or in any way competing, practicing, officiating, observing, volunteering, or for any purposes participating in the Activity and whether caused by the negligence of the Released Parties or otherwise. The City is not waiving its sovereign immunity set forth in Section 768.28, Florida Statutes.
- This agreement shall be binding on my heirs, successors and assigns.

I have read and fully understand and agree to my status as an unpaid volunteer/participant and my assumption of risk, release of all claims and indemnification for damages.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_