

City of North Miami
PROGRAM / ACTIVITY PARTICIPANT FORM

Release, Waiver and Indemnification Agreement ("Agreement")

PROGRAM / ACTIVITY: Enchanted Forest Park Invasives & Butterflies DATE: 06/29/2019

PARTICIPANT'S NAME: _____ E-MAIL ADDRESS: _____

ADDRESS: _____ CITY: _____ ZIP: _____

BIRTH DATE: ____/____/____ TELEPHONE #'s: HOME (____) _____ CELL (____) _____

EMERGENCY CONTACT: _____ PHONE# _____

PHYSICIAN'S NAME: _____ PHONE# _____

MEDICAL CONDITIONS / COMMENTS: _____

I, the undersigned participant, or both parents or legal guardians of the participant whose names appear above, voluntarily consent and agree that the above named individual may participate in this non-commercial, community oriented or school supported program / activity.

By executing this document, the undersigned further agree to the following:

- **WAIVE ANY CLAIM** against the City of North Miami ("City") and its officers, agents and employees arising from any loss, injury, or damage to person or property and does **COVENANT NOT TO SUE** the City and its officers, agents and employees.
- **RELEASE, INDEMNIFY, AND HOLD HARMLESS** the, City and its officers, agents and employees from any and all claims, suits, actions, demands, rights, court judgments or expenses arising from or by reason of any and all known or unknown damages, claims or actions arising from participation in the above described program / activity.
- Nothing contained in this Agreement is any way intended to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28, Florida Statutes. Additionally, the City does not waive sovereign immunity, and no claim or award against the City shall include attorney's fees, investigative costs or pre-judgment interest.
- Authorize the City of North Miami and its officers, agents, employees and/or sponsors to call my physician and/or to arrange for transportation to a hospital in the event of any injury to the participant, although I understand that the City of North Miami and their officers, agents, employees and/or sponsors assume no responsibility to do so.
- Authorize the City to depict for any purpose, without paying compensation to me or our child, my name, image, or the likeness of me or my child in photographic or other works appearing in any and all media (presently known or unknown) worldwide.
- In the event participant is under the age of 18, both parents or guardians of participant, consent and agree that the program / activity named above, provides the participant child with an essential element of knowledge or life skill which may personally benefit participant's development in society.
- In the event any portion of this Agreement is deemed to be void, the undersigned specifically agree to waive any and all claims, including but not limited to claims for medical expenses, future cost of medical bills, pain and suffering, and emotional distress, against the City and its officers, agents and employees.
- The City desires to enter into this Agreement only if in so doing the City can place a limit on its liability for any cause of action for money damages or arising out of this Agreement, so that its liability never exceeds the sum of \$1,000.00. Participant, or both parents or guardians (if participant is under the age of 18) individually, hereby expresses its willingness to enter into this Agreement with recovery from the City for any action or claim arising from this Agreement to be limited to the sum of \$1,000.00.
- This Agreement shall be binding on all heirs, successors and assigns of participant, or if participant is under the age of 18, of each parent or guardian.

All of the undersigned have fully read, understood and agree to each and every term contained in this Release, Waiver and Indemnification agreement.

WITNESS

SIGNATURE OF PARTICIPANT

PARENT OR GUARDIAN SIGNATURE (if participant is under the age of 18)

PRINT NAME