



READ CAREFULLY BEFORE SIGNING

In consideration for acceptance as a participant, I, _____ as self or parent/legal guardian of _____
(Circle one)

_____, a minor, hereinafter referred to as "Releasor," hereby execute this Waiver and Release. I agree to participate in the recreation program above that is being sponsored by the City of Miami Beach. I have agreed to obey all rules established by the City of Miami Beach, the City has the right to terminate his or her participation in the program. In agreeing to participate in the aforementioned recreational activity, Releasor agrees to waive any and all known and unknown claims or demands on account of injury to the person or property or resulting in death of the participant that may arise from participating in the recreation program. The undersigned Releasor, on behalf of himself or herself, and also on behalf of the above minor, and their respective executor, administrator, successors, next-of-kin, personal representative, and assigns, release and forever discharge the City of Miami Beach and its agents, staff, elected and appointed officials, employees, representatives, successors and assigns of all liabilities, claims, actions, damages costs or expenses which Releasor may have against them arising out of or in any way connected with, observing, working for, or competing, or for any purpose participating in the program, including travel to and/or from the program. Releasor understands that this waiver includes any claims based on negligence, action or inaction of any of the above parties.

ASSUMPTION OF THE RISK AND RELEASE

Releasor, hereby acknowledges, understands, and agrees that participation in this program carries with it an inherent risk of physical injury. I hereby assume all such risks of physical injury and do hereby release and forever discharge the City of Miami Beach, and its agents, staff, elected and appointed officials, employees, representatives, successors and assigns from any and all liability, claim or loss arising from bodily injury, death or damage to personal property resulting from my and/or the participant's involvement, observation, and for any purpose participating in the program due to the negligence of releasees or otherwise while competing, observing, working for or for any purpose participating in the program, including travel or carpooling to and/or from the program. I further understand and agree that the City of Miami Beach, and its agents, staff, elected and appointed officials, employees, representatives, successors and assigns shall not be held liable or responsible in any way for any injury, death, or other damages to the minor, self, or my family, or assigns that may occur as a result of my or minor's participation in the program, including any carpool, transport or travel to and/or from the program, however caused, including, but not limited to while minor occupying a motor vehicle operated by the City of Miami Beach, and its agents, staff, elected and appointed officials, employees, representatives, successors and assigns or as the result of the negligence of any party, including the Released Parties, City of Miami Beach and its agents, staff, elected and appointed officials, employees, representatives, successors and assigns, whether passive or active.

RELEASOR OF THE UNDERSIGNED expressly acknowledges, understands and agrees that the activities of the program may be inherently dangerous and involve the risk of serious injury and/or death and/or property damage to self/minor participant. Releasor further states that he/she has carefully read this agreement and understands its contents and meaning and fully realizes that the minor's/participation in the aforesated activities may expose him or her to dangers and hazards which may arise in connection with the aforesated activities, and signs the release on behalf of self or said minor as his/her own free and voluntary act.

RELEASOR OF THE UNDERSIGNED further expressly agrees that the foregoing release, waiver, and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the State of Florida and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agrees that no oral representations, statements or inducements apart from the foregoing written agreement have been made.

PHOTOGRAPHIC RELEASE

I hereby authorize the City of Miami Beach and its agents, staff, elected and appointed officials, employees, representatives, successors and assigns to take such photographs, television recordings and/or live television transmission of myself in whole, or in part, as they or its members may wish, and to use and publish the same in such places and publications as the City of Miami Beach or its staff in its sole discretion consider to be of benefit to said City. I hereby waive any right that I may have to inspect and/or approve the finished product that may be used here under or the specific use to which it may be applied.

Dated this _____ day of _____, 20_____.

Releasor Signature (Self, Parent and/or Legal Guardian)

Witness Signature

Print Releasor Name (Self, Parent and/or Legal Guardian)

Print Witness Name

Address

Witness Signature

Telephone Number

Print Witness Name