

# **INDEMNIFICATION, HOLD HARMLESS AND RELEASE FOR ANNUAL INTRACOASTAL WATERWAY CLEANUP SEPTEMBER 9, 2017**

I, the undersigned individual, desire to participate in the ANNUAL INTRACOASTAL WATERWAY CLEANUP EVENT. I acknowledge that the ANNUAL INTRACOASTAL WATERWAY CLEANUP EVENT is an event that may affect the individual's physical limits and carries with it potential for death, serious injury, and property loss. **I HEREBY ASSUME THE RISKS OF PARTICIPATING IN THE ANNUAL INTRACOASTAL WATERWAY CLEANUP EVENT.** I certify that I am physically fit, have sufficient capabilities for participation in this event, and have not been advised otherwise by a qualified health professional. I hereby take the following action for myself, my executors, administrators, heirs, next of kin, successors and assigns, or anyone else who might claim or sue on my behalf and I expressly acknowledge that it is my intent to take these actions. I hereby:

AGREE to abide by the rules adopted by ANNUAL INTRACOASTAL WATERWAY CLEANUP EVENT;

AGREE that prior to participating in this Event, I will inspect the cleanup location, facilities, equipment, and areas to be used and if I believe any to be unsafe I will advise the person supervising the event, activity, facility, or area;

WAIVE, RELEASE, AND DISCHARGE FROM ANY AND ALL CLAIMS, LOSSES, OR LIABILITIES FOR DEATH, PERSONAL INJURY, PARTIAL OR PERMANENT DISABILITY, PROPERTY DAMAGE, MEDICAL OR HOSPITAL BILLS, THEFT OR DAMAGES OF ANY KIND, INCLUDING ECONOMIC LOSSES AND LOST OR STOLEN ITEMS, WHICH ARISE OUT OF OR RELATE TO MY PARTICIPATION IN, OR MY TRAVELING TO AND FROM THE EVENT, THE CITY OF PALM COAST, ITS EMPLOYEES, VOLUNTEERS, AND AGENTS, EVEN IF SUCH CLAIMS, LOSSES, OR LIABILITIES ARE CAUSED BY THE NEGLIGENT ACTS OR OMISSIONS OF THE PERSONS I AM HEREBY RELEASING OR ARE CAUSED BY NEGLIGENT ACTS OF ANY OTHER PERSON OR ENTITY;

ACKNOWLEDGE that there may be traffic in the cleanup locations, and I ASSUME THE RISKS OF PARTICIPATING IN THIS EVENT. I ALSO ASSUME ANY AND ALL OTHER RISKS associated with participating in this event, including but not limited to, falls, contact or crashes with other participating in this event, weather including heat or humidity, defective equipment, the condition of cleanup locations, water hazards, and any hazard that may be posed by spectators or volunteers, all such risks being known and appreciated by me, and I further acknowledge that these risks include risks that may be the negligence of the persons or entities mentioned in paragraph (c) or other person or entities;

AGREE NOT TO SUE ANY OF THE PERSONS OR ENTITIES MENTIONED ABOVE IN PARAGRAPH (c) for any of the claims, losses, or liabilities that I have waived, released or discharged herein;

INDEMNIFY AND HOLD HARMLESS THE PERSONS AND ENTITIES MENTIONED IN PARAGRAPH (c) for any and all claims made or liabilities assessed against them as a result of my actions or inactions;

GRANT PERMISSION for the use of my name and/or likeness relating to my participation in the ANNUAL INTRACOASTAL WATERWAY CLEANUP EVENT event, and I waive all right to any future compensation to which I may otherwise be entitled as a result of the use of my likeness by the City;

UNDERSTAND and accept that my entry fee is non-refundable under any circumstances; and

**BY SIGNING THE FRONT OF THIS FORM, I HAVE AFFIRMED THAT I AM EIGHTEEN (18) YEARS OF AGE OR OLDER, AND THAT I HAVE READ THIS DOCUMENT AND UNDERSTAND ITS CONTENTS.**

**IF REGISTERING A VOLUNTEER 17 AND UNDER, I AM AWARE THAT A SEPARATE FORM IS REQUIRED FOR MINORS.**