

**2017 INDEMNIFICATION, HOLD HARMLESS AND
RELEASE FOR THE
ANNUAL INTRACOASTAL WATERWAY CLEANUP EVENT**

PLEASE READ AND SIGN IF YOU ARE REGISTERING YOUR CHILD TO PARTICIPATE IN THIS EVENT.

**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 PALM COAST 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 PALM COAST 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 PALM COAST HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

**CONSENT, RELEASE & WAIVER OF LIABILITY
(Read Carefully before signing)**

Event: ANNUAL INTRACOASTAL WATERWAY CLEANUP EVENT

Participating Child:_____

Parent(s)/Legal Guardian(s):_____

As Parent(s) or Legal Guardian(s) of the above-named Child, I(We) hereby given my (our) consent for Child to participate in the above-described Event, which is a community-sponsored activity. In consideration of the City's acceptance of the Child's participation in the Event, and with the understanding that Child's participation in the Event could result in serious injury, death, and/or property loss or damage, including, but not limited to, injuries caused by terrain, facilities or equipment; weather; temperature; vehicular or

pedestrian traffic; Child's physical abilities; actions or inactions of other people, I(we) hereby **recognize and agree to assume all risks** , known or unknown, that might arise through Child's participation in the Event, and on my (our) own behalf, on behalf of Child, and all of Child's parents, guardians, next of kin, heirs, executors and representatives, successors and assigns, and/or survivors, **I(we) release and forever hold harmless**, the Released Parties as defined below, from any and all liabilities, claims, demands, damages, actions, costs or expenses of any nature, known or unknown, arising out of or in any way connected with Child's participation in the Event. I(We) further agree to indemnify and hold each of the Released Parties harmless against any and all liabilities, claims, demands, damages, actions, costs or expenses of any nature, including, but not limited to, all attorney's fees, costs and expenses, whether at the trial or appellate level, arising out of or in any way connected with Child's participation in the Event.

The Released Parties are the City of Palm Coast, its elected officials, officers, employees, agents, contractors, volunteers, successors and assigns. **I(we) understand and agree that this Consent, Release & Waiver of Liability includes any claims based on the negligence, actions or inaction of any of the Released Parties** , and covers bodily injury, death and/or property damage or loss, whether suffered by me(us) or by Child, before, during or after participation in the Event.

I(We) certify that my(our) Child is physically fit, sufficiently trained and capable of participating in the Event, and has not been advised otherwise by a qualified medical person. I(We) authorize medical treatment and services for my(our) Child, if the need arises, and I(we) assume the responsibility and will fully indemnify the Released Parties for all medical and other costs incurred for such treatment and services.

I(We) acknowledge that the City of Palm Coast will not provide insurance coverage to my(our) Child for any bodily injury, death and/or property damage or loss, as a result of or arising out of Child's participation in the Event.

I(We) certify that I(we) have carefully read this Consent, Release & Waiver of Liability, understand its contents, and voluntarily sign below

Parent(s)/Guardian(s) Signature:_____

Parent(s)/Guardian(s) Printed Name(s):_____

Authorization to Photograph:

I give permission to the City of Palm Coast to take photographs and video recordings of my(our) child and my(our) family members while participating in the Event, and further agree that City may use said Child's name, face, likeness, voice and appearance in connection with exhibitions, publicity, advertising, promotional and commercial materials, without reservation or limitation, in print, on the City website, or other broadcast or social media. These photographs will only be used for City promotional and informational purposes and will involve no compensation to me(us) or my(our) family members for any photograph.

____ YES, I(we) give my(our) permission for my(our) child/family members to be photographed.

_____ NO, I(we) **do not** give permission for my(our) child/family members to be photographed.

Acknowledgement of Benefit:

By signing below, I agree to allow my child to participate in the above Event and acknowledge the benefits to my child engaging in this activity.

Signature:_____ Date:_____

Signature:_____ Date:_____