



Athletic Waiver and Release of Liability

GENERAL RELEASE, FULL WAIVER OF LIABILITY, ASSUMPTION OF RISK AND CONSENT TO MEDICAL TREATMENT (“RELEASE AGREEMENT”)

PLEASE READ THIS RELEASE AGREEMENT CAREFULLY BEFORE SIGNING, AS IT AFFECTS YOUR FUTURE LEGAL RIGHTS. ADDITIONALLY, PLEASE PROVIDE YOUR INITIALS ON EACH LINE AFTER READING. BY SIGNING BELOW, YOU (ON BEHALF OF YOURSELF OR YOUR MINOR CHILD/WARD AND ANY PERSONAL REPRESENTATIVES, ASSIGNS, HEIRS AND NEXT OF KIN) ACKNOWLEDGE, AGREE AND REPRESENT THAT YOU HAVE CAREFULLY READ AND FULLY UNDERSTOOD THE RELEASE AGREEMENT AND AGREED TO ITS TERMS.

____ 1. I represent that I am eighteen years old or older, or the parent of a minor child/ward ("Participant"), and in consideration of me (and/or my child/ward) being permitted to participate in the Athletic Sports Program and associated activities, games, practices, and events (“Athletic Sports Program”), I, for myself, and for executors, administrators, personal representatives, assigns, heirs, and next of kin, am signing this General Release, Full Waiver of Liability, Assumption of Risk and Consent to Medical Treatment.

____ 2. **I hereby Release, waive, forever discharge, hold harmless, and covenant not to sue: The City of Wildwood, Florida,** as well as its elected officials, city manager, department heads, past and present employees, agents, representatives and successors and assigns (collectively the hereinafter referred to as the "Releasees") of all liability to me, or my executors, administrators, personal representatives, assigns, heirs, and next of kin, for any and all loss or damage, and any claims or demands therefore, on account of injury to me, or my property or resulting in my death, arising out of or in any way connected with my (or my minor child/ward’s) participation or involvement in the Athletic Sports Program, including, but not limited to, any failure to control or supervise spectators, providing or failing to provide ambulance service, medical care, nursing care, paramedic care, basic life support, or transportation, and whether caused by the active or passive negligence, action or inaction of Releasees, or otherwise.

____ 3. I hereby indemnify and hold harmless Releasees from and against any loss, liability, damage, or cost they may incur due to my participation or involvement in the Athletic Sports Program, whether caused by actual or passive negligence of the Releasees, and agree to be liable for all of the Releasees’ reasonable attorney's fees and other costs resulting from my breach of any provision of this Release Agreement. I further agree to be personally responsible for any and all damage caused by me.

____ 4. I assume full responsibility for any risk of bodily injury, death, or property damage arising out of or in any way connected with my participation or involvement in the Athletic Sports Program suffered by me, whether caused by the negligence, action or inaction of Releasees or otherwise.

_____ 5. I understand and acknowledge that, by this release and waiver, I am waiving any and all claims based on the Releasees' own negligence, action or inaction. I further understand that no oral representations or inducements apart from the foregoing have been made by the Releasees.

_____ 6. I understand that the risk of injury from activities involved in this Athletic Sports Program is significant, including the potential for permanent paralysis and death, and while particular rules, equipment, and personal discipline may reduce this risk, the risk of serious injury still does exist.

_____ 7. I expressly acknowledge and agree that the activities of Athletic Sports Program involve the risk of serious injury and/or death and/or property damage.

_____ 8. I am fully aware of the risks and hazards inherent in participating in the Athletic Sports Program and I voluntarily, knowingly and freely assume all risks associated with participating in the program, including, but not limited to, my own actions or inactions (or the actions or inactions of my minor child/ward), the actions or inactions of others (including other participants, spectators, attendees, staff or volunteers), falls, injuries, illnesses, infections, contact with others (including other participants, spectators, attendees, staff or volunteers), athletic facilities/grounds defects, and the effects of weather, including, but not limited to, heat and/or humidity.

_____ 9. I represent and warrant to Releasees that I (and/or my child/ward) am in good physical condition, am able to safely participate in the Athletic Sports Program and have no medical condition that would either prohibit my participation in the program or make my participation in the program more hazardous.

_____ 10. If I (and/or my child/ward) am pregnant, disabled in any way, or have recently suffered an illness or injury, I should have or did consult a physician before participating in the Athletic Sports Program.

_____ 11. I consent to medical care and transportation in order to obtain treatment in the event of injury to me as Athletic Sports Program workers, volunteers or medical professionals may deem appropriate and understand that this Release Agreement and waiver extends to any liability arising out of or in any way connected with such medical treatment or transportation.

_____ 12. I agree to observe and obey all posted rules and warnings, to follow any instructions or directions given by any Athletic Sports Program directors, workers, volunteers, employees, representatives or agents and to abide by any decision of any official relative to my ability to safely participate in any game, practice, or event.

_____ 13. I agree not to consume alcohol prior to any game, practice, or event, or use any medicine or substance that will inhibit my mental or physical ability to safely participate in the Athletic Sports Program.

_____ 14. I recognize and acknowledge that there are hazards and risks of physical injury or illness to Athletic Sports Program participants and that not all such hazards or risks can be fully eliminated. I freely and voluntarily agree to assume the full risk of death, bodily injury or property damage, regardless of severity, that I (or my child/ward) may sustain as a result of my participation, whether or not caused by the active or passive negligence of the Releasees.

_____ 15. I covenant not to sue the Releasees and release, waive, and discharge the Releasees from all liability to me, my personal representatives, assigns, heirs and next of kin, for any claims, causes of action, obligations, lawsuits, charges, complaints, controversies, damages, costs or expenses of whatsoever kind, nature, or description, whether direct or indirect, in law or in equity, in contract or in tort, or otherwise, whether known or unknown, arising out of or connected with my (or my minor child/ward's) participation in the Athletic Sports Program, whether or not caused by the active or passive negligence of the Releasees.

_____ 16. I understand and acknowledge that the laws of the State of Florida shall apply to all matters relating to this Release Agreement and waiver regardless of the location of any game, practice, or event, that the exclusive jurisdiction for any dispute with the Releasees resides in state court in Sumter County, Florida and I

expressly consent to the exercise of personal jurisdiction in the State of Florida in connection with any dispute with the Releasees arising from the Athletic Sports Program.

_____ 17. I expressly agree that this Release Agreement and waiver is intended to be as broad and inclusive as permitted by the law of the State of Florida, and that if any portion is held invalid, the balance shall continue in full legal force and effect.

I (ON BEHALF OF MYSELF OR MY MINOR CHILD/WARD) HAVE READ THIS RELEASE AGREEMENT AND FULLY UNDERSTAND ITS TERMS. I UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL LEGAL RIGHTS BY SIGNING BELOW, INCLUDING THE RIGHT TO SUE THE RELEASEES. I ACKNOWLEDGE THAT I AM SIGNING THIS RELEASE AGREEMENT FREELY AND VOLUNTARILY AND INTEND MY SIGNATURE TO BE A WAIVER AND COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY DUE TO THE NEGLIGENCE OF RELEASEES OR THE INHERENT RISKS OF PARTICIPATING IN THE ATHLETIC SPORTS PROGRAM.

SIGNATURE: _____ PRINTED NAME: _____ DATE: _____

(CHECK ONE) I am at least 18 years old OR I am the Parent or Guardian of my minor child/ward and I have reviewed and signed this Release Agreement, as well as signed the section below.

ONLY COMPLETE SECTION BELOW IF YOU ARE A PARENT OR GUARDIAN OF A PARTICIPANT UNDER THE AGE OF EIGHTEEN (18)

I, the parent or guardian of the above-named participant ("Minor") give my approval for Minor's participation in the Athletic Sports Program, represent that the Minor is in good physical condition and acknowledge that I have reviewed, understood and agreed to terms herein (such terms being interpreted as if they applied both to me and the Minor) and have the legal authority to enter into this Release Agreement on behalf of the Minor. I FURTHER CERTIFY THAT PARTICIPANT IS OF AN APPROPRIATE AGE TO PARTICIPATE IN THE ATHLETIC SPORTS PROGRAM.

SIGNATURE: _____ PRINTED NAME: _____ DATE: _____

NAME OF MINOR CHILD/WARD (Please Print): _____ AGE OF CHILD/WARD: _____

(Phone Number- Emergency)