

RELEASE OF LIABILITY AND HOLD HARMLESS AGREEMENT  
FOR PARTICIPATION IN A PARADE WITHIN THE CITY OF WILDWOOD BY A GOVERNMENT  
AGENCY

In consideration of the City of Wildwood, Florida, and its agents, employees, and officers, allowing \_\_\_\_\_ (name of government agency), agents, employees, and any persons under its supervision and/or control, to enter and utilize the premises of the City of Wildwood, Florida for the purpose of holding, participating in or otherwise being involved in a parade to be held in the City of Wildwood, Florida, on \_\_\_\_\_ the undersigned \_\_\_\_\_ (name of government agency), which, intending to be legally bound, do hereby, for it, and its assigns, agents, representatives, and insurers (hereinafter "Releasee") agree as follows:

- 1) That any and all activities related to the presence of Releasee and any persons under Releasee's supervision or control on the property of, or under the control of, the City of Wildwood, Florida are solely for Releasee's benefit, and Releasee, therefore assumes any and all risk of harm, whether personal injury or property damage, arising from or connected with Releasee's presence or the presence of any persons under the care, supervision or control of Releasee on said premises to the extent allowable under the doctrine of sovereign immunity.
- 2) Releasee releases and discharges the City of Wildwood, and any of its employees or agencies, from any and all liabilities, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death that may be sustained by Releasee and all organizations which Releasee represents, or any property belonging to Releasee or any organization Releasee represents, in said activity, or while in, on, or upon the premises where the activity is being conducted, and further, waive any right Releasee or any organization Releasee represents might otherwise have, and further covenants not to sue the City in connection with such liability, claim, demand, action or causes of action subject to the limitations, protections and provisions of Section 768.28, Florida Statutes.
- 3) Releasee further stipulates and agrees that while upon the premises of the City of Wildwood, Florida, Releasee will be bound by all orders, rules, and regulations of the City of Wildwood, Florida.
- 4) Each party agrees to indemnify and hold harmless the other, its agents, employees and officers from and against all liabilities claims, damages, expenses or actions, either at law or in equity, including attorney's fees and costs and attorney fees and costs on appeal, caused or incurred, in whole or in part, as a result of any negligent act or omission by either party or anyone for whose acts or omissions either party may be liable as a result of either's rights under this License Agreement. Nothing contained herein shall constitute a waiver of either party's sovereign immunity under Section 768.28, F.S., or to extend the limits of liability or recovery under Section 768.28, F.S.

\_\_\_\_\_  
Printed Name of Participant

DATE: \_\_\_\_\_

\_\_\_\_\_  
Signature of Participant

The undersigned parent or guardian hereby consents to the minor's participation in the above-mentioned activity and waives and releases all right and claims for damages as set forth above.

\_\_\_\_\_  
Printed Name of Parent/Guardian

DATE: \_\_\_\_\_

\_\_\_\_\_  
Signature of Participant