

CITY OF TAMPA

AUTHORIZATION, RELEASE AND WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT

(Read Carefully Before Signing).

PROGRAM: _____(the "activity")

In Consideration of being permitted, at my specific request, for me or my child/ward to participate in the activity, we HEREBY RELEASE, WAIVE DISCHARGE, AND COVENANT NOT TO SUE The City of Tampa, its officers, employees, and agents, individually or in an official capacity for the City (all purposes herein referred to as "releases") from all liabilities, claims, actions, damages, costs or expenses which we may have against any of the releases arising out of or in any way connected to participation, in the activity, including, travel to or from the activity, for bodily injury, death or property damage suffered by me/my child before, during, or after said activity. I understand that this release and waiver includes any claim or action based on the negligence, action or inaction of any release or otherwise.

I HEREBY ASSUME FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH, OR PROPERTY DAMAGE due to the negligence of releases or otherwise while engaged in or as a result of the activity. I expressly acknowledge and agree that the activity may involve the risk of injury or property damage.

I shall defend (if directed by the City), hold harmless and indemnify the City, its officers, employees and agents from and against all liability, loss, claims, damages, costs, attorney's fees and expenses of whatever kind or nature which the City, its officers, employees, and agents may sustain, suffer or incur, or be required to pay by reason of permitting me/my child/ward to participate in the activity, even if allowing me/my child/ward to participate in said activity is later found to be wrongful or negligent.

I further expressly agree that the foregoing release and waiver of liability, and indemnity agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Florida or other State where a claim or action may be instituted and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I HAVE READ AND VOLUNTARILY SIGN THIS RELEASE AND WAIVER OR LIABILITY AND INDEMNITY AGREEMENT, and further agree that no oral representations, statements or inducements apart form the foregoing written agreement have been made.

Dated _____, at Tampa, Florida.

PARTICIPANT'S/PARENT'S/GUARDIAN'S SIGNATURE

PRINTED NAME _____

ADDRESS _____

TELEPHONE NUMBER _____

NAME OF CHILDREN _____