Parks&Recreation
CITY OF TAMPA

Participant Name: _____

Parent/Guardian Name: _____
(If Waiver is for minor child, participants under 18)

Phone: _____ **HH Number:** _____

Email: _____

HOUSEHOLD AUTHORIZATION, RELEASE, WAIVER & INDEMNITY AGREEMENT

(Read Carefully Before Signing)

In consideration of me and/or the minor child/children ("Child") _____ identified
NAME OF ADULT OR MINOR CHILD PARTICIPANT
on this Household Authorization, Release, Waiver and Indemnity Agreement ("Registration Agreement") for being able to participate in all activities or programs conducted in full or in part by the City of Tampa and its Parks and Recreation Department ("City") (hereinafter referred to as the "Activities") and enter upon and use all facilities and/or recreational equipment made available by the City (hereinafter referred to as the "Facilities and Equipment"), and I further agree for the City's employees, agents, other volunteers or other authorized representative to transport myself personally or my Child to and from or in connection with any Activities including field trips in a City owned, charter vehicle or other mode of transportation or to release my Child to designated persons authorized to Pick up Minors ("Transportation Authorization") from _____/_____/_____to _____/_____/_____, I _____
NAME OF ADULT PARTICIPANT OR PARENT/GUARDIAN
agree to the following:

(1) **Personal Insurance Primary for Loss Recovery**. I hereby agree, personally and/or on behalf of my Child, that participation in the Activities, use of the Facilities and Equipment, or Transportation Authorization is only granted by the City because of their understanding that in the event of injury to me or my Child, or damage or loss of property, that any insurance policy held by me or for my Child which covers such injury or loss shall be the primary source of any recovery.

(2) **Voluntary Assumption of Risk**. I hereby acknowledge that participation in the Activities, use of Facilities and Equipment or Transportation Authorization may be dangerous and involve the risk of serious injury and/or death and/or property damage, which may be caused by the action, inaction or negligence of the participant or the action, inaction or negligence of others, including the City. Nonetheless, I, for myself and on behalf of my Child, assume full responsibility for all risk of all bodily injury, death or property damage sustained while my Child or I participate(s) in the Activities, use the Facilities and Equipment or arising out of Transportation Authorization.

(3) **Compliance with Rules and Regulation.** I hereby agree as a participant (if age 18 or older) or as the Child's Parent/Legal Guardian ("Parent/Guardian") to comply with the Rules and Regulations of the City of Tampa Parks and Recreation Department, including the Recreation Guide for Programs, and Parent Code of Conduct. Because of the dangers of participating in the Activities, use of Facilities and Equipment, or Transportation Authorization, I recognize the importance of following staff instructions regarding playing techniques, training, and other team rules, and I agree that I, or the Child participant, will be at all times required to comply with all rules and regulations regarding the Child's participation in any of the Activities, use of Facilities or Equipment, or Transportation Authorization. I accept on my behalf, or that of the Child participant(s), full responsibility for informing myself, or the Child of any changes to the above described rules and regulations or policies and procedures.

(4) **Responsibility for Medical Treatment/Expenses.** In case of injury that requires medical attention while my participation in the Activities or that of my Child's participation, the participant will be taken to the nearest hospital unless otherwise noted. The undersigned as participant or as the Parent/Guardian of a Child participant do hereby consent to any and all medical and surgical treatments, including anesthesia and operations that may be deemed advisable by any qualified physician selected by the employees, agents, or officials of the City. The intention hereof is to grant authority to administer and perform all and singularly any examination, treatments, anesthetics, operations, and

Participant Last Name _____ HH # _____

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diagnostic procedures that may now or during the course of the patient's care be deemed advisable or necessary by any qualified physician. No action will be taken until an attempt is made to contact the Child's Parent/Guardian at the phone numbers provided. I authorize the City employees, agents or officials to take any action including seeking medical care necessary in their judgement if I am not present or reachable in the event of an emergency. The participant or the Child participant's Parent/Guardian will be 100% liable for payment of all medical related expenses and costs resulting or to result from any injury incurred during, or as a result of, participation in the Activities, use of Facilities and Equipment, or Transportation Authorization.

(5) **Release, Waiver, Discharge and Covenant Not to Sue.** In exchange for myself or my Child's recreational benefit to participate in any of the Activities, use of Facilities and Equipment, or Transportation Authorization, I the undersigned, on behalf of my myself, or my Child, our heirs, assigns, personal representatives, or next of kin, hereby RELEASE, WAIVE, ABSOLVE, DISCHARGE, COVENANT NOT TO SUE the City, its officers, employees, agents, contractors, volunteers, organizers, partners, or sponsors (also referred to as "Releasees") individually or in an official capacity from any and all liability for property damage, bodily injury, death, or any other type of damages or expense arising out of or connected with myself or my Child's participation in the Activities, use of the Facilities and Equipment, Transportation Authorization, medical treatment, use of any photographs, videotapes, electronic images, audio recordings or any other record of events for any purpose. I further understand that this Registration Agreement includes any claim or action based on negligence, action or inaction of any Releasees or otherwise, or whether arising out of or caused by any defect, or presence or absence of any condition of, in or on any real property, premises, city property or thoroughfare, or any vehicle occurring when I, or the Child are participating in Activities, use of the Facilities and Equipment, or in connection with Transportation Authorization.

(6) **Hold Harmless and Indemnity Agreement**. I will defend, hold harmless and indemnify the above described Releasees from and against all liability, loss, claims, damages, costs, attorneys' fees and expenses of whatever kind or nature which the Releasees may sustain, suffer, or incur, or be required to pay by reason of permitting me or my Child to participate in the Activities, use the Facilities and Equipment, Transportation Authorization, medical treatment, use of any photographs, videotapes, electronic images, audio recordings or any other record of events for any purpose, even if allowing me or my Child to do so is later found to be wrongful or negligent.

(7) **Severability.** I expressly agree that the foregoing release and waiver of liability and indemnity 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.

(8) **Permission for Use of Participant's Photos, Videotapes, Electronic Images, Audio Records.** I hereby grant the City permission to use my or my Child's likeness, electronic image, video and/or photograph in all of its publications, including website entries, or any broadcast medium, without payment or any other consideration. I understand and agree that these materials will become the property of the City and will not be returned. I hereby authorize the City to edit, alter, copy, exhibit, publish or distribute this video/photo for purposes of publicizing the City and/or the City's programs or any other lawful purpose. In addition, I waive the right to inspect or approve the finished product, including written or electronic copy, wherein my likeness appears. Additionally, I waive any right to royalties or other compensation arising or related to the use of the video/photograph.

◯ I **AGREE** to the Photo Release as defined above. ◯ I **DO NOT** agree to the Photo Release as defined above

By signing my name below I certify that: (1) I am the Parent/Guardian of the Child participant(s) listed on this Registration Agreement or I am an adult participant over 18 years of age; (2) I have fully read and understand the above terms and conditions and they apply to Child participant(s) or myself; (3) I understand that I am waiving important legal rights to recover damages for injury and/or property damage; (4) I agree I have been encouraged to seek the advice of my own attorney prior to signing this agreement; (5) I have read and voluntarily signed this agreement; and (6) no oral representations, statements or inducements apart from the foregoing written agreement have been made.

_____ _____

SIGNATURE OF ADULT PARTICIPANT OR PARENT/GUARDIAN FOR MINOR CHILD **DATE**

Parks&Recreation
CITY OF TAMPA

Assumption of the Risk and Waiver of Liability Relating to Coronavirus/COVID-19

(Read Carefully Before Signing)

The novel coronavirus, Coronavirus/COVID-19, has been declared a worldwide pandemic by the World Health Organization. Coronavirus/COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. Federal authorities and the State of Florida recommend social distancing to prevent the spread of Coronavirus/COVID-19. Contracting Coronavirus/COVID-19 can lead to severe illness, personal injury, permanent disability, and death. The City of Tampa Parks and Recreation Department and staff undertake every effort to keep our facilities clean and disinfected and have created new protocols and preventative measures to reduce the spread of Coronavirus/COVID-19; however as with any public facility, the City cannot guarantee that you or your minor child(ren) will be 100% safe from airborne illnesses such as Coronavirus/COVID-19 or colds and flu while using City of Tampa Parks and Recreation facilities or participating in its programs.

By signing this agreement I acknowledge the contagious nature of Coronavirus/COVID-19 and voluntarily assume the risk that my minor child(ren) and I may be exposed to, or infected by COVID-19 while using City of Tampa Parks and Recreation facilities or participating in its programs, and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by Coronavirus/COVID-19 at or while using City of Tampa Parks and Recreation facilities, or participating in its programs may result from the actions, omissions, or negligence of myself and others, including, but not limited to, City of Tampa employees, volunteers, program participants and their families.

I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to my minor child(ren) or myself including, but not limited to, personal injury, disability, death, illness, damage, loss, claim, liability, or expense, of any kind, that I or my minor child(ren) may experience or incur in connection with use of City of Tampa Parks and Recreation facilities, and/or while participating in its programs. On my behalf, and on behalf of my minor child(ren)s, I hereby release, covenant not to sue, discharge, and hold harmless the City of Tampa, its officers, employees, agents, and representatives, of and from any and all Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of the City of Tampa, its officers, employees, agents, and representatives, whether a Coronavirus/COVID-19 infection occurs before, during, or after participation in any the City of Tampa Parks and Recreation Department program or the use of its facilities. Nothing herein shall be construed to waive or alter the City's sovereign immunity or the limits, rights, or requirements of Section 768.28, Florida Statutes.

By signing my name below I certify that: (1) I am the Parent/Guardian of the Child participant(s) listed on this Registration Agreement or I am an adult participant over 18 years of age; (2) I have fully read and understand the above terms and conditions and they apply to Child participant(s) or myself; (3) I understand that I am waiving important legal rights to recover damages for injury and/or property damage; (4) I agree I have been encouraged to seek the advice of my own attorney prior to signing this agreement; (5) I have read and voluntarily signed this agreement; and (6) no oral representations, statements or inducements apart from the foregoing written agreement have been made.

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

Activity Title _____

Participant's Name _____

_____
SIGNATURE OF ADULT PARTICIPANT OR PARENT/GUARDIAN FOR MINOR CHILD

_____ _____
PRINT NAME **DATE**

Parent's cell number _____

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