

# AUTHORIZATION, RELEASE AND WAIVER OF LIABILITY, AND INDEMNITY

(Read Carefully Before Signing)



(Please print)

SITE : Springhill Park CC

PROGRAM : Hiphop Basketball Foundation

(the "activity")

PARTICIPANT NAME \_\_\_\_\_ Age \_\_\_\_ PHONE # \_\_\_\_\_

PARENT/GUARDIAN NAME \_\_\_\_\_ CELL # \_\_\_\_\_

ADDRESS \_\_\_\_\_

City Zip

EMAIL \_\_\_\_\_ ☐ I wish to receive email notifications of related Parks and Recreation activities.

The consideration for this Authorization, Release and Waiver of Liability and Indemnity Agreement (hereinafter referred to as the "Agreement") is the attendance of in the activity by me/my child, which I agree is a commonplace community supported activity, and the City's waiver of any requirement that the I and/or my child carry self-funded liability insurance prior to being allowed to attend and engage in the activity. I acknowledge that absent the execution of this Agreement, the City would not have offered me/my child the ability to attend and engage in the activity, because of unacceptable exposure to liability claims.

I hereby agree, personally and/or on behalf of myself and/or my child, that attendance in the Program is only granted by the City because of its understanding that in the event of injury to me/my child, or damage of loss or 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.

I, personally and on behalf of my heirs, personal representatives, executors and assigns, and/or on behalf of my child and my child's heirs, personal representatives, executors and assigns, HEREBY RELEASE, WAIVE, DISCHARGE, AND CONVEYANT NOT TO SUE the City of Tampa, its officers, employees, and agents, individually or in an official capacity for the City (also referred to as "Releasee") from all liabilities, claims, demands, actions, damages, costs or expenses which we may have against any of the Releasee 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 Releasee 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, attorneys' 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 HEREBY CERTIFY THAT I AM THE PARENT OR GUARDIAN OF SAID CHILD OR THAT I AM AN ADULT PARTICIPANT (over 18 years of age) AND I HAVE READ AND VOLUNTARILY SIGN THIS RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agree that no oral representations, statements or inducements apart from the foregoing written agreement have been made.

PARTICIPANT'S/PARENT'S/GUARDIAN'S SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

## PHOTO RELEASE AUTHORIZATION

I hereby grant the City of Tampa Parks and Recreation Department permission to use my or my child/ward, likeness video and/or photograph in any and all of its publications, including website entries, without payment or any other consideration. I understand and agree that these materials will become the property of the City of Tampa Parks and Recreation Department and will not be returned.

I hereby authorize the City of Tampa Parks and Recreation Department to edit, alter, copy, exhibit, publish or distribute this video/photo for purposes of publicizing the City of Tampa Parks and Recreation Department'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

I HEREBY CERTIFY THAT I AM THE PARENT OR GUARDIAN OF SAID CHILD OR THAT I AM AN ADULT PARTICIPANT (over 18 years of age) AND I HAVE READ AND VOLUNTARILY SIGN THIS PHOTO RELEASE AUTHORIZATION

PARTICIPANT'S/PARENT'S/GUARDIAN'S SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

Pursuant to Chapter 119, Florida Public Records Act, this record is a public document that may be inspected and/or copied. If you believe any portion of this document contains information that is exempt from disclosure, please notify our office in writing at: 3402 West Columbus Drive, Tampa, FL 33607.