



RELEASE OF LIABILITY

IN CONSIDERATION of being given the opportunity to participate in Activities at Nathan Benderson Park, I, for myself, my personal representatives, assigns, heirs, and next of kin:

1. I ACKNOWLEDGE, agree, and represent that I understand the nature of Activities, both on water and land based, and that I am qualified, in good health, and in proper physical condition to participate in such Activity.

2. I FULLY UNDERSTAND that: Park Activities INVOLVE RISKS AND DANGERS of serious bodily injury, including permanent disability, paralysis, and death (“Risks”); (b.) these Risks and dangers may be caused by my own actions, or inactions, the actions or inactions of others participating in the Activity, the condition in which the Activity takes place, or the negligence of the Releasees named below; (c.) there may be other risks, and social and economic losses either not known to me or not readily foreseeable at this time; and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I incur as a result of my participation in the Activity.

3. I AGREE AND WARRANT that I will examine and inspect each Activity in which I take part as a participant and that, if I observe any condition which I consider to be unacceptably hazardous or dangerous, I will notify the proper authority in charge of the Activity and will refuse to take part in the Activity until the condition has been corrected to my satisfaction.

4. I HEREBY RELEASE, discharge, and covenant not to sue Nathan Benderson Park Conservancy Inc., Sarasota County, and their affiliates, administrators, directors, agents, officers, volunteers and employees, other participating organizers, any sponsors, advertisers, and if applicable, owners and lessors of premises, on which the Activity takes place, (each considered one of the Releasees herein) from all liability, claims, demands, losses or damages on my account caused or alleged to be caused in whole or in part by the negligence of the Releasee or otherwise, including negligent rescue operations; and I further agree that if, despite this release and waiver of liability, assumption of risk, and indemnity agreement, I, or anyone on my behalf, makes a claim against any of the Releasees or any Releasee is made a party to a claim involving myself or due to my actions or inactions.

I WILL INDEMNIFY, SAVE AND HOLD HARMLESS each of the Releasees from any litigation expenses, attorney fees, loss, liability, damage, or cost which any may incur as a result of such claim, to the fullest extent permitted by law.

I HEREBY CONSENT to any publicity, print, media, or otherwise, including the use of my name and likeness, in connection with my participation in Activities at Nathan Benderson Park.

I have read this agreement, fully understand its terms, understand that I have given up substantial rights by signing it and have signed it freely and without any inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this agreement is held to be invalid, the balance, notwithstanding, shall continue in full force and effect.

Participant Name _____

Date of Birth _____ Phone _____

Address _____

City _____ State _____ Zip _____

Participant Signature _____ Date _____

PARENTAL CONSENT: (If participant is younger than the age of 18, the Minor’s Waiver and Release of Liability on the back of this form must be executed in addition to the above)

NBP MINOR'S WAIVER AND RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

This Waiver and Release of Liability and Indemnity Agreement is entered into as between _____ (Parent/Natural Guardian) as natural guardian and/or parent of _____ (Child's name), a minor child, and Nathan Benderson Park Conservancy Inc., its officers, directors, members, employees and representatives this _____ (Date).

NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN:

READ THIS FOR COMPLETELY AND CAREFULLY, YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY.

YOU ARE AGREEING THAT, EVEN IF NATHAN BENDERSON PARK CONSERVANCY INC., AND/OR SARASOTA COUNTY USE REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE THAT 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 NATHAN BENDERSON PARK CONSERVANCY INC., SARASOTA COUNTY, THEIR AFFILIATES, ADMINISTRATORS, DIRECTORS, AGENTS, OFFICERS, VOLUNTEERS AND EMPLOYEES, OTHER PARTICIPATING ORGANIZERS, AND SPONSORS, ADVERTISERS, AND, IF APPLICABLE, OWNERS AND LESSORS OF PREMISES, ON WHICH THE ACTIVITY TAKES PLACE, 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 NATHAN BENDERSON PARK CONSERVANCY INC. AND SARASOTA COUNTY HAVE THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

I, for myself, and on behalf of my spouse, children, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns, hereby agree to and make the following contractual representations pursuant to this Waiver and Release of Liability and Indemnity Agreement (Agreement):

I understand and acknowledge that Activities, both on water and land-based, in Florida have inherent risks and dangers that no amount of care, caution, or expertise can eliminate, including without limitation, the potential for serious bodily injury, permanent disability, paralysis, and loss of life.

I hereby Release, Waive, and Covenant Not to Sue, and further agree to Indemnify, Defend and Hold Harmless the following parties: NATHAN BENDERSON PARK CONSERVANCY INC. AND/OR SARASOTA COUNTY and each of their affiliates, administrators, directors, agents, officers, volunteers and employees, other participating organizers, any sponsors, advertisers, and if applicable, owners and lessors of premises, on which the Activity takes place, all of which are hereinafter referred to as Released Parties, from any and all liability for any and all claims, demands, losses, or damages on account of injury, including death, or damage to property, caused or alleged to be caused by risks inherent in the Activity undertaken by my child.

I further agree that I will not sue or make a claim on behalf of myself or my child against the Released Parties for damages or other losses sustained as a result of my child's participation in Activities.

I further agree to indemnify and hold Released Parties harmless from all claims, judgments and cost, including attorneys' fees, incurred in connection with any action brought as a result of my child's participation in the Activities.

This Agreement is specifically intended to comply with Section 744.301 of Florida Statutes and is intended to operate as a waiver of liability to the fullest extent allowed by law on the date on which it is signed. To the extent that any portion of this Agreement is found to be unenforceable under Florida law, only that portion of the Agreement shall be stricken and the remaining portions of the Agreement shall be enforced.

I HEREBY CONSENT to any publicity; print, media, or otherwise, including the use of my minor child's name and likeness, in connection with my minor child's participation in Park Activities at Nathan Benderson Park.

By executing this agreement, I represent that I have read the above section titled "Notice to the Minor Child's Natural Guardian" and that I understand the contents of this agreement and that I sign it of my own free will on , a minor behalf of myself and my minor child.

Parent/Guardian Signature _____

On Behalf Of Child _____

Date _____