

Town of Windermere
PROGRAM AND ACTIVITY PARTICIPANT FORM
Release, Waiver and Indemnification Agreement

PROGRAM / ACTIVITY: _____ **DATE:** _____
PARTICIPANT'S NAME: _____ **E-MAIL ADDRESS:** _____
ADDRESS: _____ **CITY:** _____ **ZIP:** _____
BIRTH DATE: ___/___/___ **TELEPHONE #s: HOME (____)** _____ **CELL (____)** _____
EMERGENCY CONTACT: _____ **PHONE#** _____
PHYSICIAN'S NAME: _____ **PHONE#** _____
MEDICAL CONDITIONS/COMMENTS: _____

I, the undersigned participant, or both parents or legal guardians of the participant whose names appear above, voluntarily consent and agree that the above named individual may participate in this non-commercial, community oriented or school supported program or activity.

By signing this Agreement, the undersigned agrees:

- To **WAIVE ANY CLAIM** against the Town of Windermere ("Town") and its officers, agents and employees arising from any loss, injury, or damage to person or property and **COVENANT NOT TO SUE** the Town and its officers, agents and employees.
- To **RELEASE, INDEMNIFY, AND HOLD HARMLESS** the Town and its officers, agents and employees from any and all claims, suits, actions, demands, rights, court judgments or expenses arising from or by reason of any and all known or unknown damages, claims or actions arising from participation in the above described program or activity.
- Nothing contained in this Agreement is any way intended to be a waiver of the limitation placed upon the Town's liability as set forth in Section 768.28 of the Florida Statutes. The Town does not waive sovereign immunity, and no claim or award against the Town shall include attorney's fees, investigative costs or pre-judgment interest.
- The Town or representative thereof is authorized to call my physician and/or to arrange for transportation to a hospital in the event of any injury to the participant, although I understand that they assume no responsibility to do so.
- The Town is authorized to depict for any purpose, without paying compensation to me or my child, my name, image, or the likeness of me or my child in photographic or other works appearing in any and all media (presently known or unknown) worldwide.
- In the event the participant is under the age of 18, by signing this Agreement, the parents or guardians of participant consent and agree that the program or activity named above, provides the participant child with an essential element of knowledge or life skill which may personally benefit participant's development in society.
- In the event any portion of this Agreement is deemed to be void, the undersigned specifically agree to waive any and all claims, including but not limited to claims for medical expenses, future cost of medical bills, pain and suffering, and emotional distress, against the Town and its officers, agents and employees.
- The Town desires to enter into this Agreement only if in so doing the Town can place a limit on its liability for any cause of action for money damages or arising out of this Agreement, so that its liability never exceeds the sum of \$500.00. Participant, or both parents or guardians (if participant is under the age of 18) individually, hereby expresses its willingness to enter into this Agreement with recovery from the Town for any action or claim arising from this Agreement to be limited to the sum of \$500.00.
- This Agreement shall be binding on all heirs, successors and assigns of participant, or if participant is under the age of 18, on each parent or guardian.

All of the undersigned have fully read, understand and agree to each and every term contained in this Release, Waiver and Indemnification agreement.

Signature of Participant _____

Name of Legal Parent/Guardian if Participant is under the age of 18 (printed) _____

Signature of Legal Parent/Guardian if Participant is under the age of 18 _____

Witness (printed) _____