



Participant Release & Waiver of Liability and Indemnity Agreement
Warning: Read this document carefully and in its entirety.
It is a legally binding agreement.

[Name of Program]

In consideration of the attendance of _____ **Above Named Child** _____ (“the Minor”) in any and all programs offered by the City of Orlando (“Programs”) using the City of Orlando facilities, services, equipment and premises (“Facilities”), I/We, _____ natural guardian or legal guardian(s) of the Minor hereby agree as follows:

1. I understand the nature and extent of the risks inherent to such participation and agree to assume the risk, which risks include, but are not limited to: personal injury, property damage, permanent disability, emotional injury, sickness or disease, or death.

2. Release, Waiver, and Indemnity Agreement: I agree to release and forever discharge the released parties defined below, of and from all liabilities, claims, actions, demands, judgments, costs, expenses, court costs, attorney’s fees, or other damages of any nature arising out of or in any way connected with the participation of my minor child in the City’s abovementioned program, and further agree to indemnify and hold each of the released parties harmless against any and all such liabilities, claims, actions, damages, costs or expenses, including, but not limited to, attorney’s fees and disbursements. I understand that I will be solely responsible for any loss or damage, including personal injury, property damage, emotional injury, disability, sickness or disease, death or accident of any kind sustained from the use of the Facilities, and participation in any Program. The released parties are the City of Orlando, its elected officials, employees, attorneys, volunteers, agents, representatives, successors, and assigns. I understand that this waiver and release includes any claims based on negligence, action, or inaction of any of the above-released parties and covers bodily injury (including death), emotional injury, property damage, disability, sickness or diseases, or accident of any kind, whether that participation is supervised or unsupervised, however, the injury occurs, whether suffered by me or my minor child before, during, or after such participation.

3. I agree, personally and on behalf of the Minor, that this Agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Florida, and if any portion of this Agreement is held to be invalid or unenforceable for any reason, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

4. I declare that my minor child is in good health and has no conditions or impairments which would preclude safe participation and has the skill level required to participate in these activities. I further authorize medical treatment for my minor child at my cost, if the need arises.

5. I hereby grant full permission to the City to transport my child/ward for requested field trips. NOTE: If there are questions regarding a child’s ability to participate in our program, The City of Orlando, Recreation Division may require an individualized assessment to be

completed by the City of Orlando Families, Parks and Recreation Department or its designee.6. The City of Orlando / Recreation Division occasionally shows movies during program hours. Those children not permitted to watch movies will participate in separate activities. All movies will be chosen with careful consideration.

I hereby give my permission for my child to watch PG or PG-13 rated movies.

I hereby do not give my permission for my child to watch PG or PG-13-rated movies.

7. I further irrevocably grant the released parties the right to photograph and/or videotape my minor child and further to use said name, face, likeness, voice, and appearance in connection with exhibitions, publicity, advertising, and promotional materials by the City of Orlando without reservation or limitation. I hereby release the City of Orlando and its legal representatives for all claims and liability relating to said images, video, or other media. Furthermore, I grant permission to use my minor child's statements for the purpose of advertising and publicity without restriction. I waive my or my minor child's right to any compensation.

8. This Agreement shall be governed by the laws of the State of Florida, and any legal action relating to or arising out of this Agreement shall be commenced exclusively in the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida (or if such Circuit Court shall not have jurisdiction over the subject matter thereof, then to such other court sitting in said county and having subject matter jurisdiction). I certify that I am 18 years of age or older and that I am entering into this agreement as the Parent or Legal Guardian for a minor that is under 18 years of age and that I also have the authority to do so on behalf of the minor child's other parents or legal guardians.

9. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT.

10. The undersigned understands and agrees that novel coronavirus infections ("COVID-19") have been confirmed in the State of Florida and that COVID-19 is an extremely contagious virus that spreads easily through person-to-person contact. The City of Orlando is following guidelines issued by the Florida Department of Health, the Centers for Disease Control and Prevention (CDC), and the Florida Department of Children and Families in developing protocols for preventing the transmission of COVID-19 at City facilities. Due to the nature of the program, I acknowledge that physical distancing of six (6) feet per person is not possible. Despite the City's reasonable efforts to mitigate the risk of exposure to COVID-19, the undersigned acknowledges and understands that there are known and unknown risks in participating in the programs or using these facilities, and by participating in the programs or using these facilities the undersigned, and/or participating children may be exposed to COVID-19, which could result in quarantine, serious illness, permanent disability, and/or death.

Further, by using these facilities, the undersigned warrants that he/she and/or participating children have not experienced symptoms of COVID-19 within the previous fourteen (14) days, including but not limited to, coughing, fever, and shortness of breath. I consent to have my minor child's temperature checked daily. The City in no way warrants that the COVID-19 infection will not occur through participation in our programs or using our facilities.

I agree to comply with the Florida Department of Health and the Centers for Disease Control and Prevention (CDC) guidelines applicable to COVID-19 in the City of Orlando facilities, services, equipment, and premises and participation in the City of Orlando programs and activities.

**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 INDEMNITEES USE 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 CAN NOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM THE INDEMNITEES 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 ORLANDO HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

I HAVE CAREFULLY READ THE FOREGOING RELEASE AND KNOW AND UNDERSTAND THE CONTENTS THEREOF. I SIGN THIS RELEASE VOLUNTARILY WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE, INTENDING TO BE LEGALLY BOUND THEREBY.

Student Name (Please print): _____

Parent/Guardian Name: _____

Signature: _____

Date: _____

Parent/Guardian Name: _____

Signature: _____

Date: _____