

TBRA

TAMPA BAY ROCKETRY ASSOCIATION

Release, Waiver of Liability and Indemnity Agreement

This document waives important legal rights, read it carefully before signing.

In consideration for receiving permission to attend as participant, spectator or guest, the Tampa Bay Rocketry Association (TBRA) ongoing regular monthly rocket launch event, at the **DC RANCH**, I hereby **RELEASE, WAIVE, DISCHARGE, COVENANT NOT TO SUE AND HOLD HARMLESS:** the **DC RANCH**, it's officers, members, agents, successors and assigns; and the **TAMPA BAY ROCKETRY ASSOCIATION**, it's officers, members, agents, successors and assigns; (**RELEASED PARTIES**) from any and all liability, claims, demands, action, judgements, costs, expenses, court costs, attorney fees, and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or to any property belonging to me, **WHETHER CAUSED BY THE**, including but not limited to, **SOLE, CONTRIBUTORY, OR GROSS NEGLIGENCE OF THE RELEASED PARTIES**, or otherwise while participating in such activity, or while in, on, or upon the premises where the activity is being conducted.

I hereby elect to voluntarily participate in said activity, and to enter the above-named premises and engage in such activity knowing that certain risk of harm are or may be inherent in the various activities contemplated herein and that the activity may be hazardous to me and my property. I **VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH**, that may be sustained by me, or to any loss or damage to property owned by me, as a result of being engaged in such activity, **WHETHER CAUSED BY THE**, but not limited to, **SOLE CONTRIBUTORY OR GROSS NEGLIGENCE OF THE RELEASED PARTIES** or otherwise.

I further hereby **AGREE TO INDEMNIFY AND HOLD HARMLESS** the **RELEASED PARTIES** from any loss, liability, damage, demands, liens, judgements or costs, including court costs and attorney fees, that they may incur due to my participation in said activity, **WHETHER CAUSED BY OR CONTRIBUTED TO IN WHOLE OR PART** by any action or failure to act, negligence breach of contract, or other misconduct on the part of the **RELEASED PARTIES** or otherwise.

It is my express intent that this Release, Waiver of Liability and Indemnity Agreement shall bind the members of my family and spouse, if I am alive, and my heirs, personal representatives, executors and assigns, if I am deceased, and shall be deemed as a **RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE** the above named **RELEASED PARTIES**, I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of Florida.

I expressly agree that this Release, Waiver of Liability and Indemnity Agreement is intended to be as broad and inclusive as is permitted by laws of the State of Florida, and if any portion of this Agreement is held to be invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

In signing this release, each of the undersigned hereby acknowledge and represents the following:

1. That he or she has read the foregoing Release, Waiver of Liability and Indemnity Agreement, and understands that he or she is assuming liability and indemnifying as to any minor's injury or damage.

2. They are at least eighteen (18) years of age and fully competent; and execute the release for full, adequate, and complete consideration fully intending to be bound by same.
3. All participants/attendees are listed on the waiver.
4. Alcohol will not be consumed at any time during launch operations. Doing so will result in expulsion from the property.
5. Violation of this agreement will result in expulsion of participants/attendees and forfeiture of all fees paid.
6. Abide by the rules, policies, and instruction of TBRA Officers and Landowner or designate.
7. Consent to TBRA and/or any other media outlets to use photographs and video images in their publications and websites of participants, friends and/or family including minors under the age of 18 in the undersigned's party without financial compensation.

NOTICE TO 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 RELEASEES 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 CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM RELEASEES IN 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 RELEASEES HAVE THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

UNDER PENALTY OF PERJURY, I ACKNOWLEDGE HAVING READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, FULLY UNDERSTAND IT'S TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND BY HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Signature _____

Printed Name _____

Date _____

Additional Participants/Attendees

FOR A PARTICIPANT OR ATTENDEE UNDER THE AGE OF 18 YEARS, THE PARENT WITH LEGAL CUSTODY OR THE MINOR'S LEAGAL GUARDIAN MUST SIGN THIS RELEASE FORM AND PROVIDES THE MINOR'S AGE AND BIRTHDATE.

Name _____ Age _____ Birthdate ____ / ____ / ____
If under Eighteen If under Eighteen

Signature _____ Date ____ / ____ / ____

Name _____ Age _____ Birthdate ____ / ____ / ____
If under Eighteen If under Eighteen

Signature _____ Date ____ / ____ / ____

Name _____ Age _____ Birthdate ____ / ____ / ____
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If under Eighteen If under Eighteen

Signature _____ Date ____ / ____ / ____