



City of Clearwater Parks & Recreation Department

Consent (If participant is a minor) Release, Waiver of Claims, Hold Harmless and Indemnity Agreement For Skate Park Participants

- ☐ **Adults** – Check here if the participant is an adult. By checking this box I am representing that I am 18 years of age or older and that I am fully competent and legally able to execute this document with the intent to be bound by the terms hereof.
- ☐ **Minor** – Check here if the skate park participant is a minor (under 18) or has a legal guardian due to any disability (herein after referred to as “the minor”).

I/We, _____, parent(s) or legal guardian(s)

Of _____, consent to the minor’s full and unlimited use of, or presence at, any and all City of Clearwater skate park or facilities (City skate park”).

I consent to the minor’s use of the City skate park for any purpose, including but not limited to, skateboarding, inline skating and freestyle bicycling. This consent shall be continuing consent unless and until I revoke it by a written document addressed to the Supervisor, 1426 S. MLK Jr. Avenue, Clearwater, FL 33756. In order to be effective the revocation documents must be sent by certified U.S. mail, return receipt requested and I must include with my revocation document addressed to the Supervisor, any sticker, badge, permit or other item indicating to the City the minor’s authorization to enter the City skate park. No oral revocation or other form of revocation shall be sufficient to withdraw this consent.

GENERAL

1. I hereby agree that I, or the minor participant, will be at all times required to comply with all rules and regulations regarding the City skate park and I accept on my behalf, or that of the minor participant, full responsibility for informing myself, or the minor participant, of any changes to those rules and regulations.
2. The consideration for this agreement is the recreational benefit to be received from the use of the City’s skate park, and the City’s waiver of any requirement that I or the minor participant carry self funded liability insurance prior to being allowed to use, or enter, City skate park. I acknowledge that, absent the execution of this agreement, the City would not have offered me or the minor participant access to its skate park because of unacceptable exposure to liability claims. I acknowledge personally, or on behalf of the minor participant, that section 316.0085 of the Florida Statutes protects the City from liability claims arising from the use of the City’s Skate Park, except in very limited circumstances.
3. I hereby agree, personally or on behalf of the minor participant, that use of the City skate park is only granted by the City because of its understanding that in the event of injury to myself, or the minor participant, or damage or loss of property, that any insurance policy held by myself, the minor participant’s parent or guardian, or on behalf of myself or the minor participant which covers such injury or loss shall be the primary source of any recovery.
4. I hereby personally, or on behalf of the minor participant, **release, waive, discharge and covenant not to sue** the City of Clearwater, Florida, its City Council, Mayor, any city department or subdivision, its employees, servants, representatives, officers, agents, and successors and assigns, (hereinafter collectively referred to as “releasees”), **from and for all liability** whatsoever to me, the minor participant, my (or the minor participant’s) personal representative, assigns, heirs, and next of kin. I also expressly waive any claims or demands therefore, on account of injury to person or property, including injury resulting in my (or the minor’s participant’s) death, whether caused by the **negligence, including gross negligence, of releasees, or otherwise**, or whether arising out of or caused by any defect, or presence or absence of any condition of, in or on any real property, premises, city property or thoroughfare, or any vehicle occurring when I, or the minor participant use, or are present upon, any City skate park.
5. I hereby personally, or on behalf of the minor participant, voluntarily and expressly assume full responsibility for any risk of bodily injury, death, and property damage **due to the negligence of any or all releasees or otherwise** while in or upon any City skate park and/or while using the City skate park.
6. I fully realize and appreciate the dangers, including sever injury or death, inherent in engaging in, observing, or being present where others engage in, extreme sports such as skateboarding, inline skating and freestyle bicycling. I further acknowledge that use of, or presence in, City skate park carries with it the possibility that I, or the minor participant, may be exposed to physical danger, harm, and injury, including sever injury or death. I acknowledge that use of, or presence in, City skate park may involve physical contact with others and that this physical contact may occur while myself, the minor participant, and/or others are traveling at a high rate of speed. I personally, or on behalf of the minor participant, nevertheless freely and voluntarily accept these risks.

7. I hereby personally, or on behalf of the minor participant agree to defend at my expense, pay on behalf of, indemnify and save and hold harmless releasees, from and against any and all claims, demands, liens, liabilities, judgments, losses and damages (whether or not a lawsuit is filed) including, but not limited to, costs, expenses and attorneys' fees at trial and on appeal (collectively, "Claims") for damage to property or bodily or personal injuries, including death at any time resulting therefrom, sustained by any person or persons, which damage or injuries are alleged or claimed to have arisen out of or in connection with, in whole or in part, directly or indirectly, my (or the minor's) use of the City's skate park, including without limitation, damage or injuries alleged or claimed to have arisen out of or in connection with my (or the minor participant's) negligence, whether gross or otherwise, of the releasees or third party, my intentional wrongful acts or omissions, or my failure to comply with applicable laws, rules, regulations, standards and ordinances.
8. I also agree that I am responsible for any and all damages that I (or the minor participant) willfully, accidentally, or negligently inflict upon releasees or third parties as a result of use of the City's skate park.
9. The undersigned expressly agrees, personally, or on behalf of the minor participant, that this consent, release, waiver, hold harmless and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the State of Florida, and if any portion thereof is held to be invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.
10. The undersigned has read and voluntarily signs the consent, release, waiver, hold harmless and indemnity agreement, and further agrees that no oral representations, statements or inducements apart from the foregoing written agreement have been made.
11. The undersigned agrees that he/she has been hereby encouraged to seek the advice of his/her own attorney prior to signing this release, waiver, hold harmless and indemnity agreement and has been given the opportunity to seek such counsel.
12. I acknowledge the fact that this release, including my address and phone number will become a public record pursuant to Florida Statute Section 119 and will be available to members of the public upon their request.
13. I hereby give the City of Clearwater permission to take and use photo(s) of myself and/or applicant for publicity. This may include newspaper, brochures, website, displays or any other forms of publicity for the City of Clearwater Parks and recreation Department. I understand there is no monetary compensation for use of these photos.

PLEASE NOTE THAT A RELEASE FORM MUST BE SIGNED BY EACH PARTICIPANT BEFORE HE/SHE WILL BE PERMITTED TO PARTICIPATE.

**BY SIGNING THIS AGREEMENT YOU ARE WAIVING OR RELEASING VALUABLE LEGAL RIGHTS.
YOU MUST READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT.**

IN WITNESS WHEREOF, the participant has caused this consent, release, waiver, hold harmless and indemnity agreement to be executed this _____ Day of _____, 20_____.

ADULT'S NAME (participant if over 18, legal guardian or parent with legal authority to execute this agreement on behalf of the minor if the participant is under 18.)

Sign: _____

Print: _____

Address: _____ Telephone: (_____) _____

MINOR'S NAME (any participant under 18 years of age)

Sign: _____

Print: _____

Address: _____ Telephone: (_____) _____

Accepted and Witnessed by: _____

Notarized by: _____