



General Liability Release and Indemnity Agreement

In consideration of the acceptance of my participation and/or the participation of my child/ward in the City of Kissimmee program, its activities and events, and with the understanding that the program, activities, and events in which I and/or my child/ward participate carry with them the potential for serious injury, death, and property loss or damage I **RECOGNIZE AND AGREE TO ASSUME ALL RISKS** known and unknown that arise or might arise incidental to such participation. On my own behalf, on behalf of my child/ward, and on behalf of me and my child's/ward's parents, guardians, heirs, executors and administrators, next of kin, successors and assigns, **RELEASE** and forever discharge the City of Kissimmee, its agents, and employees, of and from any and all liabilities, claims, demands, damages, actions, costs, or expenses of any nature, known or unknown, arising out of or in any way connected with my participation and/or the participation of my child/ward in the City of Kissimmee program, its activities, and events. I further agree to indemnify and hold the City of Kissimmee, its agents, and employees harmless against any and all liabilities, claims, demands, damages, actions, costs or expenses of any nature, including, but not limited to, all attorneys' fees and disbursements, arising out of or in any way connected with my participation and/or the participation of my child/ward in the City of Kissimmee program, its activities, and events.

I understand and agree that this General Liability Release and Indemnity Agreement includes any claims based on the negligence, actions or inaction of any of the City of Kissimmee, its agents, and employees and covers bodily injury, death, and property damage or loss, whether suffered by me and/or my child/ward, before, during, or after such participation, including travel to or from an activity or event whether by private transportation or City of Kissimmee provided transportation. I agree that I will be liable for any damages caused to property of the City of Kissimmee or property of any other owner which is caused by my presence on the property whether by me or my child/ward.

I certify that I and/or my child/ward are physically fit, sufficiently trained, and capable to participate in the City of Kissimmee program, its activities and events, and have not been advised otherwise by a qualified medical person. I authorize medical treatment and services for myself and/or my child or ward if the need arises and I assume all responsibility and will fully indemnify the City of Kissimmee, its agents, and employees for all medical and other costs incurred for such treatment and services.

I understand that participants may be videotaped or photographed during City of Kissimmee program, activities, and events. My photo, video, and film likeness, and that of my child/ward, may be used by the program, activity and event holders, producers, sponsors, organizers and/or their assigns for any legitimate purpose. I will hold the City of Kissimmee, its agents, and employees harmless, on behalf of myself and my child/ward and others as outlined above, for such use.

If the participant is a minor or otherwise legally incapacitated, the undersigned parent and natural guardian or legal guardian of the participant hereby represents and certifies that he or she is, in fact, the parent or legal guardian of said child/ward and possesses the authority to act in such capacity. Furthermore, the undersigned parent or guardian does hereby so act and agrees to indemnify and hold harmless the City of Kissimmee, its agents, and employees from all liabilities and costs as outlined above as may be imposed upon the City of Kissimmee, its agents, and employees because of any defect in or lack of legal capacity to execute this release.

The participants agree that this release is intended to be broad and inclusive as permitted by the laws of the State of Florida, and that if any portion of the agreement is held to be invalid that the balance shall continue in full force and effect. The participants further agree that Florida law controls this agreement and venue for this release shall lie in Osceola County.

I have carefully read this release, understand its contents, and voluntarily signed it and agree to be bound by it.

(Date)

(Participant Name)

(Age)

(Parent/Guardian Name)

(Address)

(Telephone)

(Signature)

(Witness)

(Print

Name)

(Parent/guardian must sign if participant is under 18 or legally incapacitated)