

St. Lucie County Board of County Commissioners



**Permission to Participate
In St. Lucie County Youth Programs**

NOTICE TO THE MINOR CHILD'S PARENT OR 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 ST. LUCIE COUNTY BOCC, ITS DEPARTMENTS, EMPLOYEES, OFFICIALS, COACHES, CONTRACTORS, VOLUNTEERS, SPECIALISTS, AND AGENTS (HEREINAFTER REFERRED TO AS "RELEASED PARTIES") 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 ANY OR ALL OF THE RELEASED PARTIES 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 RELEASED PARTIES HAVE THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

Parent sign here: _____

**PERMISSION TO PARTICIPATE IN St. LUCIE COUNTY YOUTH PROGRAMS
PARTICIPANTS RELEASE AND WAIVER OF LIABILITY AGREEMENT**

Read Completely and Carefully Before Signing

I, the undersigned, as the parent or legal guardian of the minor child ("my child") named below, do hereby give my full consent and approval for my child to participate as a member of the St. Lucie County BOCC Youth Programs.

I understand that there are certain risks of damages and injuries, including death, inherent in the St. Lucie County BOCC Youth Programs, as well as in any transportation in County owned or non-owned vehicles that may be part of the program and in other related activities incidental to my child's participation, and I am willing to assume these risks on behalf of myself and my child. These risks include, but are not limited to, those hazards associated with weather conditions, travel, playing conditions, equipment and other participants.

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Further, I understand that there is inherent risk in Youth Programs and that inherent risk means those dangers or conditions, known or unknown, which are characteristic of, intrinsic to, or an integral part of the activity and which are not eliminated even if the activity provider acts with due care and includes failure by the activity coordinator to warn me or my child of an inherent risk or the risk that the participant or another participant in the activity may act in a negligent or intentional manner and contribute to the injury or death of my minor child.

I understand that youth activity programs may actually be organized, directed and presented by an individual(s) performing those duties as ***an independent contractor or specialist using County property***. I further understand that this agreement applies to all St. Lucie County Departments programs that my child is permitted to participate in, including, but not limited to; Karate Classes, Dance Classes, Exercise Classes, Sport Participant Instruction, Team Sports Activities (baseball, softball, soccer, basketball, football), Camping, Skating and/or Skate Boarding, Cooking Classes, Fishing Events, Canoe and Kayak Activities, Swimming Pool Activities, Art and Wood Working Activities, Horse and other Animal Show Events, 4-H and FFA Events, Library Activities, Computer Activities, and Boys and Girls Club Activities.

I hereby give permission for my child to receive necessary medical treatment.

Further, I agree that in consideration for my child's participation in the St. Lucie County Youth Programs that I shall hold harmless and fully indemnify and defend St. Lucie County BOCC, its departments, employees, officials, coaches, volunteers, contractors, specialists, and agents (Released Parties) from any and all causes of action, claims, damages, costs including but not limited to attorney's fees and costs, which may arise from any cause of action made by me or by, through or on behalf of my child, even if the damages, injuries or death are caused in whole or in part by the negligence of the Released Parties. I hereby waive, release, discharge and agree not to sue the Released Parties for any and all causes of actions, claims or damages arising out of or resulting from my child's participation in the Youth Activities, including but not limited to damages, injuries, or death arising out of risks that are a natural part of these activities. I agree that in consideration for my child being permitted to participate in the activity, I assume full responsibility for any loss of property, accident, bodily injury, or death as a result of my child's participation in this activity.

St. Lucie County has my permission to use/take a photograph of my child for the use of publicity of the above program without compensation. I hereby waive any claim that may arise by the use/taking of my child's photograph.

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

I acknowledge that I have read (or have had read to me) each and every one of the provisions in this waiver, release of liability and indemnification agreement, and that I understand each of the provisions in this agreement and that I agree to abide by them.

Please print

PROGRAM/ACTIVITY: _____

Name of Minor Child (Under age 18) **Participants DOB** **Name of Parent / Guardian**

Address **City** **State** **ZIP**

Signed: _____ **Date:** _____ **Phone #:** _____
Parent / Guardian

Signed: _____ **Print Name:** _____
Witness - St. Lucie County BOCC or Agent