

St. Lucie County Board of County Commissioners



ADULT PARTICIPANTS RELEASE AND WAIVER OF LIABILITY AGREEMENT

Read Completely and Carefully Before Signing

Age 18+

Print:

In consideration of the permission granted to me _____ (Participant Name) to participate in those activities that are offered, I _____ (Participant Name) hereby agree to sign this Release and Waiver.

I understand that the activity may actually be organized, directed, controlled 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 programs that I am 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, Canoe and Kayak Activities, Fishing events, Swim Lessons, Art and Wood Working, Horse and other Animal Show events, 4-H and FFA events, Computer activities, and Boys and Girls Club activities.

I understand that there is inherent risk in the Activity 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 provider to warn me 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 me and I am willing to assume these risks on behalf of myself and my heirs.

Further, I agree that in consideration for my being permitted to participate in the St. Lucie County Recreation Programs, I hereby waive, release, discharge and agree not to sue St. Lucie County BOCC, its departments, employees, officials, coaches, volunteers, contractors, Specialists and agents ("Released Parties"), for any and all causes of actions, claims or damages arising out of or resulting from my participation in those activities, including but not limited to damages, injuries, or death arising out of risks that are a natural part of the recreational activities. I agree that I assume full responsibility for any loss of property, accident, bodily injury, or death as a result of my participation. I further agree, on behalf of myself and my heirs, that I shall hold harmless and fully indemnify and defend the 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 me or my heirs, even if the damages, injuries or death are caused in whole or in part by the negligence of the Released Parties.

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

PRIMARY PROGRAM/ACTIVITY: _____

Participant Name: _____ **DOB:** _____ **Phone #:** _____

Address: _____ **City:** _____ **State:** _____ **ZIP:** _____

Signed: _____ **Date:** _____

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