

my ability to fully participate as a volunteer and have not been advised otherwise by a medical practitioner. I am covered by medical insurance, individually or as part of an organization.

NO EMPLOYMENT RELATIONSHIP: I also acknowledge that my participation in the Activity (as defined above) is in the capacity of a volunteer only and that I do not expect and will not receive any compensation in return for my services as a volunteer. I understand that I am not an employee of the City of Hialeah. I shall not receive or be entitled to any rights or benefits under the civil service or pension laws, rules and regulations of the City, or any rights generally afforded classified or unclassified employees. I understand that I shall not be deemed entitled to any Florida Workers' Compensation benefits and that I am responsible for insurance coverage in the event of an injury or illness resulting from my participation as a volunteer in the Activity (as defined above).

RELEASE OF ALL CLAIMS: I understand and unequivocally agree that by signing this Agreement, I, for myself, my heirs, beneficiaries, estate, executors, administrators, next of kin, and anyone else who might attempt to sue on my behalf, hereby waive, release, hold harmless, indemnify, covenant not to sue, agree to defend, and forever discharge the City of Hialeah, its officers, elected or appointed, directors, employees, coaches, trainers, counselors, volunteers, agents, attorneys, contractors and all other persons, entities, organizations and corporations affiliated therewith (all of whom constitute the "Released Parties") from any and all kinds of claims, suits, causes of action, damages, losses, liabilities, costs or expenses, including court costs and attorney's fees at all level of proceedings (including appellate level), and any judgments, orders or decrees entered thereon or resulting therefrom, for any personal injury, loss of life, damage to property, or any other liability, loss, cost or expense of any kind (collectively "Claims"), arising out of, resulting from, or relating to my participation or my engagement in the Activity (as described above) and any other activity, function, or task reasonably necessary to complete the Activity, whether or not such claim, suit, cause of action, injury, damage, loss, liability, cost, expense, judgment, order, or decree was caused by, arose or resulted from the **NEGLIGENT ACTS OR OMISSIONS** of the Released Parties or was caused by, arose or resulted from any condition on the property, facilities or condition of any equipment used in the Activity (regardless of whether such condition was known or unknown, open, obvious, foreseeable or unforeseeable, hidden or not).

RELEASE AND CONSENT TO USE PARTICIPANT'S PERSONAL INFORMATION: I hereby authorize and grant full permission to the Released Parties, by any means, whether now known or hereinafter developed, to exhibit, record, reproduce, broadcast, transmit, publish, sell distribute, perform, use and re-use (collectively "Rights"), for any purpose, in any manner, without further notification, authorization, or compensation to me, or anyone on my behalf, my name, likeness, biography and any photographs, videotapes, motion pictures, recordings or other record of performance (or any part or parts of my performance) (collectively "Information") in connection with the Activity for publicity, advertising and promotion of the Activity, future activities and any other program, event or activity sponsored or organized by the City of Hialeah. I hereby waive, release, hold harmless, indemnify, covenant not to sue, agree to defend, and forever discharge the Released Parties from any Claims arising out of or in connection with use of the Rights or Information. I hereby waive any right to inspect or approve any finished product and hereby represent and warrant that no further permission is required for the Released Parties to use the Rights or Information provided herein.

EFFECTIVE PERIOD: This Agreement shall become effective immediately on the date I sign it and shall remain in effect and enforceable by the City of Hialeah and all other Released Parties throughout the entire time period during which I volunteer with the City of Hialeah in the Activity (as defined above) unless I revoke this Agreement in writing. I understand that if I revoke this Agreement I will not be allowed to participate in the Activity or volunteer for the City of Hialeah.

CONSENT TO TREATMENT: I authorize such physician or medical staff as the Released Parties may designate to carry out any medical treatment deemed necessary, or to take me to the emergency room of the nearest hospital for treatment, if necessary.

I acknowledge that this Agreement will be construed broadly and in the light most favorable to the Released Parties to provide waiver, release, indemnity, defense or be held harmless from liability, as set forth herein, to the Released Parties to the maximum extent permitted by law. Any provisions found to be void or unenforceable shall be severed from this Agreement and shall not affect the validity or enforceability of any remaining provisions. I am aware that this is an Agreement not to sue the Released Parties and constitutes a complete and unequivocal release of liability by me in favor of the Released Parties.

I have read this Agreement, carefully, in its entirety and I fully understand its content. I am 18 years of age or older, of sound mind and body and not under the influence of alcohol, any illicit or prescription drug or medication, or under any other legal disability which may in any way impair my ability to enter into this Agreement. Intending to be legally bound, I have voluntarily signed this Agreement.

Initials _____ If I am not proficient in English, I have received and read the courtesy translation provided in my native language.

Signature of Participant

DATE: _____

Name

STATE OF FLORIDA
COUNTY OF _____:

Sworn to (or affirmed) and subscribed before me on this _____ day of _____, 20____, by _____.

Personally Known _____
Or produced Identification _____

Signature of Notary Public-State of Florida

Type of Identification produced _____

Print or Type Name of Notary Public
Commission Number

APPROVAL

Department Head/Division Head

Date

s:\leb\contracts\hold-harmless agreements\final approved city hold harmless forms 3-6-2015\general-adultvolunteer final3-6-2015.docx