

advised otherwise by a medical practitioner. My minor child is covered by medical insurance, individually or as part of an organization.

I understand and acknowledge that, although the City of Hialeah may take all reasonable precautions to maintain reasonably safe conditions on its premises and provide for the reasonable care and safety of its employees, volunteers, guests and members of the general public, there are risks and dangers that no amount of care, caution or expertise can eliminate, including and without limitation, the potential for serious bodily injury, permanent disability, paralysis or loss of life. These risks and dangers may result not only from my minor child's actions, inactions or negligence, but also from the actions, inactions or negligence of others (including other participants), conditions on the premises or conditions of any vehicle or equipment used. I understand and acknowledge that there may be other risks not reasonably known to the City of Hialeah at this time. I am voluntarily allowing my minor child to participate in the Activity with knowledge of the possible dangers involved. I hereby voluntarily assume and unequivocally accept, on behalf of myself and my minor child, any and all risks of injury or death to my minor child or to any other person which may result from my child's participation in the Activity, regardless of how such injury or death may arise and regardless of who is at fault.

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, and on behalf of the Participant, Participant's heirs, beneficiaries, parents, guardians, estate, executors, administrators, next of kin, and anyone else who might attempt to sue on Participant's 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 minor child's participation in the Activity.

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, my minor child or anyone on either of our behalf's, the Participant's name, likeness, biography and any photographs, videotapes, motion pictures, recordings or other record of performance (or any part or parts of my minor child's 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, for myself and my minor child, 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 my child volunteers for the City of Hialeah or participates in the Activity (as defined above) unless I revoke this Agreement in writing. I understand that if I revoke this Agreement my child 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 City of Hialeah may designate to carry out any medical treatment deemed necessary, or to take the Participant 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 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 Parent/Legal Guardian

DATE: _____

Name Parent/Legal Guardian

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

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