

**MINOR PARTICIPANT CONSENT, WAIVER, RELEASE, HOLD HARMLESS  
AND COVENANT NOT TO SUE ("Agreement")**

PARTICIPANT \_\_\_\_\_  
LAST FIRST MIDDLE

ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

SEX  M  F DATE OF BIRTH \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ AGE: \_\_\_\_\_  
MONTH DAY YEAR

**NAME OF PARENT/NATURAL GUARDIAN** (A supervisor is required for all minors under 12 years of age): \_\_\_\_\_  
LAST FIRST MIDDLE

ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

HOME TELEPHONE ( \_\_\_\_\_ ) \_\_\_\_\_ WORK TELEPHONE ( \_\_\_\_\_ ) \_\_\_\_\_

EMERGENCY CONTACT PERSON \_\_\_\_\_

EMERGENCY TELEPHONE ( \_\_\_\_\_ ) \_\_\_\_\_

RELATIONSHIP TO PARTICIPANT \_\_\_\_\_

Description of activity(ies) for which Participant is volunteering for:  
Sorting and shelving books and audiovisual materials, straightening shelves, manicuring collection areas, and assisting library staff in planning and conducting programs, among other duties as assigned.

\_\_\_\_\_ ("Activity")

In consideration for the opportunity to allow my minor child to volunteer for the City of Hialeah and participate in the Activity (as defined above), I hereby agree as follows:

**CONSENT TO PARTICIPATE:** I am the parent, whether natural or adoptive, or court appointed legal guardian of the minor child identified as the Participant in this Agreement. I have the authority and do hereby give full permission for the Participant to volunteer or take part in the Activity (as defined above). I have instructed the Participant to obey, at all times, all instructions, orders and commands given by the Activity supervisors, coordinators, staff, coaches, trainers, directors, volunteers or other authorized representatives, or the designees of any of these, for the City Hialeah. I also acknowledge that my child's participation in the Activity (as defined above) is in the capacity of a volunteer only. As such, neither my child nor I expect nor will we receive any compensation in return for my child's services or participation as a volunteer.

My minor child is in good health and has no mental or physical condition, ailment or injury (medical or otherwise) which would, in and of itself, or in conjunction with any other circumstance, affect my child's ability to fully participate as a volunteer, and have not been advised otherwise by any

healthcare provider or medical practitioner. My minor child is covered by medical insurance, individually or as part of an organization.

**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 and/or 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, in whole or in part, the **NEGLIGENT ACTS OR OMISSIONS** of the **Released Parties** including in relation to 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).

I expressly agree and acknowledge that this Release specifically includes a waiver, release, indemnity of and agreement to hold harmless and covenant not to sue the **Released Parties** for any and all Claims arising out of, resulting from or relating to, in whole or in part, the **NEGLIGENT ACTS OR OMISSIONS OF ANY OF THE RELEASED PARTIES**. The **NEGLIGENT ACTS OR OMISSIONS OF THE RELEASED PARTIES** shall specifically include the failure by any of the Released Parties to take reasonable precautions or exercise reasonable care, and/or the failure by any of the Released Parties to discharge a duty owed to the Participant as result of his/her participation in the Activity, including but not limited to, the failure to observe a duty to warn, inspect, maintain, repair, or supervise, such that such failure would support a finding of negligence and give rise to liability on the part of the Released Parties by a judge or jury in a court of competent jurisdiction.

**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 is intended to provide waiver, release, indemnity, and defense and to hold the **Released Parties** harmless from liability as set forth herein. 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.  Spanish or  Other: \_\_\_\_\_

\_\_\_\_\_  
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 \_\_\_\_\_  
Type of Identification produced \_\_\_\_\_

\_\_\_\_\_  
Signature of Notary Public-State of Florida  
Commission Number:

**APPROVAL**

\_\_\_\_\_  
Department Head/Division Head

\_\_\_\_\_  
Date

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