



WAIVER OF LIABILITY ASSUMPTION OF RISK AND RELEASE AGREEMENT

Event _____ Location _____

Sponsor _____ Date: _____

THIS AGREEMENT is made by and between SARASOTA COUNTY and the undersigned Participant or Participant’s parent, guardian, or conservator _____

The undersigned Participant agrees as follows: As consideration of, and in exchange for, being permitted to partake in, be involved with, exhibit, compete, officiate, observe, work for, or for any purpose participate in the above-described Event (herein sometimes referred to as “Event”) being put on by Sponsor at the property of SARASOTA COUNTY the undersigned Participant on behalf of themselves and Participant’s heirs, successors, and assigns (hereinafter collectively referred to as “Participant”) does hereby agree with SARASOTA COUNTY:

That Participant, to the best of Participant’s knowledge, is in good physical condition and fully able to participate in this Event. Participant is fully aware of the risks and hazards connected with their participation in this Event, including the risk of physical injury or even death in unforeseen cases, and hereby elects to voluntarily participate in said Event, knowing that the associated physical activity may be hazardous to Participant and Participant’s property. Participant VOLUNTARILY ASSUMES FULL RESPONSIBILITY FOR ANY RISKS OR LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH IN UNFORESEEN CASES which may be sustained by Participant, or loss or damage to the property owned by Participant as the result of participation in this Event and does hereby Release, Waive Liability against, Discharge and Covenants Not to Sue SARASOTA COUNTY, its officers, servants, agents or employees (hereinafter referred to as “Releasees”) from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by Participant or to any property belonging to Participant, while participating in the physical activity being conducted at the Event.

The undersigned expressly intends that this Release, Waiver, Discharge and Covenant Not to Sue and Hold Harmless Agreement shall bind the Participant and Participant’s heirs, successors and assigns and shall be deemed as a Release, Waiver of Liability, Discharge and Covenant Not to Sue and Hold Harmless Agreement as to the above-named Releasees. Participant hereby further agrees that this Release, Waiver of Liability, Discharge, Covenant Not to Sue and Hold Harmless Agreement shall be construed in accordance with the laws of the State of Florida.

IN SIGNING THIS DOCUMENT PARTICIPANT ACKNOWLEDGES AND REPRESENTS THAT PARTICIPANT HAS READ THE FOREGOING DOCUMENT, UNDERSTANDS IT AND SIGNS IT VOLUNTARILY AS PARTICIPANT’S OWN FREE ACT AND DEED; NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENTS, APART FROM THE FOREGOING WRITTEN AGREEMENT HAVE BEEN MADE; AND PARTICIPANT EXECUTES THIS RELEASE FOR FULL, ADEQUATE AND COMPLETE CONSIDERATION FULLY INTENDING TO BE BOUND BY SAME.

Participant’s Signature _____ Printed Name _____ Date _____

Parent/Custodian’s Signature if Participant is under age 18 _____ Printed Name _____ Date _____



Sarasota County Libraries & Historical Resources
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