

## RELEASE OF LIABILITY, HOLD HARMLESS & INDEMNIFICATION AGREEMENT, & PHOTO RELEASE

### SOCIAL SERVICES AND PARKS AND RECREATION PROGRAMS AND FACILITIES

This Release of Liability, Hold Harmless and Indemnification Agreement, and Photo Release (“Agreement”) is executed by the below-named person, individually, or as the parent and/or legal guardian (the “Guardian”) of the below-named minor child, (in either case, the “Participant”), in favor of the **Town of Medley, Florida** and its elected/appointed officials, directors, employees, officers, and agents (the “Town”). The Participant is participating in or utilizing the gym and recreational facilities at the Town’s Tobie Wilson Park. The Participant, and if the Participant is a minor, the Guardian on behalf of Participant, acknowledges and agrees that:

1. Participant is willingly and voluntarily participating in or utilizing the Town’s gym and recreational facilities with knowledge of the dangers involved. Participant acknowledges that participation or use of the Town’s gym or recreational facilities may involve risk to Participant’s personal safety and carries with it the potential for injury, death, and property loss. Participant understands that the Town makes no guarantees that the Town’s gym or recreational facilities are free of hazards, including by way of example and not limitation, those associated with terrain, facilities, equipment, weather, Participant’s personal health, or the actions of others, and makes no guarantee ensuring Participant’s personal safety. Participant hereby agrees to expressly assume and accept any and all risks of injury, illness, or death which in any way arise out of such use of the gym and recreational facilities.
2. Novel coronavirus (COVID-19) has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. The Town has put in place preventative measures to reduce the spread of COVID-19; however, the Town cannot guarantee that Participant or any other person, will not become infected with COVID-19. Further, attending or utilizing the gym and recreational facilities or visiting Town facilities may increase Participant’s risk of contracting COVID-19. Participant acknowledges the contagious nature of COVID-19 and voluntarily assumes the risk that Participant may be exposed to or infected by COVID-19 by visiting or utilizing the Town gym and recreational facilities and that such exposure or infection may result in personal injury, illness, permanent disability, and/or death of Participant or others.
3. Participant hereby assumes all of the risks of participating in and utilizing the Town gym and recreational facilities or by visiting Town facilities, including but not limited to risks that are both known and unknown, human and environmental, even if such risks arise from Participant’s own negligence or the negligence of the Town or the negligence of others.
4. Participant understands that participating in and utilizing the Town’s gym and recreational facilities and programming is voluntary and that the Participant is not required to participate or utilize such facilities. Participant agrees to abide by the Town’s safety policies and procedures, criteria and requirements in addition to all safety instructions and directions provided by Town personnel during recreational activities and programming.
5. Participant, for himself/herself and on behalf of his/her beneficiaries, heirs, assigns, personal representatives, and next of kin hereby releases and holds harmless and covenants to defend and indemnify the Town with respect to any and all injury, illness, disability, death, loss or damage to Participant or Participant’s property arising out of or in any way connected to Participant’s participation in or utilization of the Town’s gym and recreational facilities or programming or visiting Town facilities, whether resulting from Participant’s negligent act or omission or the act or omission of any other person or any act or omission of the Town, including, but not limited to the negligent acts or omissions of the Town.
6. Participant declares himself/herself to be physically sound and suffering from no condition, impairment, disease, infirmity, or other illness that would prevent participation in Town’s recreational activities and programming. Participant hereby acknowledges that it is recommended that a physician’s approval be obtained in advance of participation in an exercise/fitness activity or in the use of exercise equipment and machinery. Participant also acknowledges that it is recommended that Participant have a yearly or more frequent physical examination and consultation with Participant’s physician as to physical activity, exercise, and use of exercise and training equipment so that Participant might have recommendations concerning these fitness activities and equipment use. Participant acknowledges that Participant has either had a physical examination or has been given a physician’s permission to participate, or that Participant has decided to participate without the approval of Participant’s physician, and does hereby assume all responsibility for Participant’s participation in Town programming and activities.
7. In case of emergency, the Town is authorized to seek medical treatment and transportation for Participant from such physicians, hospitals and ambulance services as may be chosen by Town in its reasonable discretion (note: the physician(s), hospital(s), and ambulance service(s) selected by the Town may not be the Participant’s preference). Participant acknowledges that the Town has no obligation to seek such treatment or transportation. Participant hereby consents to receive medical treatment, which may be deemed advisable in the event of injury, accident and/or illness during the Program. Participant understands that Participant is responsible for furnishing health insurance in case of injury or illness and accepts full financial responsibility for payment of any and all medical services. Participant hereby releases and forever

discharges the Town from any claim whatsoever that arises or may arise on account of any first aid, treatment or service rendered to Participant in connection with the Town, its Social Services Department and Parks and Recreation Department, and related recreational facilities, programming and activities.

8. Participant also acknowledges that the Town and its contractors, partners and/or sponsors may use photographs, video or film for educational, informational or promotional purposes, and Participant hereby grants the Town and its contractors, partners and sponsors permission to include images of Participant or Participant's likeness for any purpose with no compensation or liability.
9. Participant agrees to defend, indemnify, and hold the Town harmless from and against any and all claims, demands and causes of action of whatsoever kind or nature sustained by the Town arising out of, or by reason of, or resulting from the activities and programming contemplated by this Agreement, and from and against any and all resulting losses, costs, expenses, attorney's fees, liabilities, damages, orders, judgments, and decrees in connection with this Agreement and the activities contemplated herein, regardless of Town's negligence or the negligence of Town's agents, servants or employees.
10. Participant understands that this Release and Waiver is intended to be as broad and inclusive as permitted by the laws of the state of Florida and agrees that if any clause or provision of this Release and Waiver shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect the remaining provisions of this Release and Waiver.

**NOTICE TO THE MINOR CHILD'S NATURAL OR LEGAL GUARDIAN**  
**READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN THOUGH THE TOWN USES REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM THE TOWN IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND THE TOWN HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.**

**I HAVE READ, FULLY UNDERSTAND, AND ACCEPT THIS RELEASE OF LIABILITY, HOLD HARMLESS AND INDEMNIFICATION AGREEMENT, AND PHOTO RELEASE, AND I SIGN THIS FORM ON MY OWN FREE WILL.**

Participant's Name (Print) \_\_\_\_\_

Participant's Signature \_\_\_\_\_ Date \_\_\_\_\_

(or, if Participant is a Minor Child, Signature of Parent or Legal Guardian)

Parent or Legal Guardian's Name (if Participant is a Minor Child) \_\_\_\_\_

Address \_\_\_\_\_

Town \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_