



VOLUNTEER AIR POTATO RAID ON SHINGLE CREEK
GENERAL LIABILITY RELEASE AND INDEMNITY AGREEMENT



In consideration of the acceptance of my participation and/or the participation of my child or ward in the Volunteer Air Potato Raid on Shingle Creek , its activities and events, and with the understanding that the program, activities, and events in which I and/or my child or ward participate carry with them the potential for serious injury, death, and property loss or damage, which risks include, but are not limited to, those caused by terrain; facilities; equipment; swimming pools (and fountains; water conditions, including, but not limited to, pollution, temperature, currents and waves;) participant's abilities and equipment; vehicular, pedestrian and vessel traffic; weather; temperature; and actions of other people, including, but not limited to, participants, volunteers, spectators, coaches, officials, monitors, media, and sponsors/producers of the program, activity, or event, **I RECOGNIZE AND AGREE TO ASSUME ALL RISKS** known and unknown that arise or might arise incidental to such participation, and, on my own behalf, on behalf of my child or ward, and on behalf of me and my child's or ward's parents, guardians, heirs, executors and administrators, next of kin, successors and assigns, **RELEASE** and forever discharge the released parties defined below, of and from any and all liabilities, claims, demands, damages, actions, costs or expenses of any nature, known or unknown, arising out of or in any way connected with my participation and/or the participation of my child or ward in the Volunteer Air Potato Raid on Shingle Creek , its activities and events, and I further agree to indemnify and hold each of the released parties harmless against any and all liabilities, claims, demands, damages, actions, costs or expenses of any nature, including, but not limited to, all attorneys' fees and disbursements, arising out of or in any way connected with my participation and/or the participation of my child or ward in the Volunteer Air Potato Raid on Shingle Creek its activities and events.

The released parties are the City of Kissimmee and Osceola County, their elected officials, officers, employees, agents, representatives, volunteers, their successors and assigns, and event sponsors, producers, their agents, successors and assigns. I understand and agree that this General Liability Release and Indemnity Agreement includes any claims based on the negligence, actions or inaction of any of the released parties and covers bodily injury, death and property damage or loss, whether suffered by me and/or my child or ward, before, during, or after such participation, including travel to or from an activity or event whether by private transportation or City of Kissimmee and/or Osceola County provided transportation, or on account of any first aid, treatment or service.

I certify that I and/or my child or ward are physically fit, sufficiently trained and capable to participate in the Volunteer Air Potato Raid on Shingle Creek , its activities and events, and have not been advised otherwise by a qualified medical person. I authorize medical treatment and services for myself and/or my child or ward if the need arises and I assume all responsibility and will fully indemnify the released parties for all medical and other costs incurred for such treatment and services.

I understand that participants may be videotaped or photographed during recreation department program activities and events. My photo, video and film likeness, and that of my child or ward, may be used by the program, activity and event holders, producers, sponsors, organizers and/or their assigns for any legitimate purpose and I will hold the released parties harmless, on behalf of myself and my child or ward and the parents, guardians and others as outlined above, for such use.

If the participant is a minor or otherwise legally incapacitated, the undersigned parent and natural guardian or legal guardian of the participant hereby represents and certifies that he or she is, in fact, the parent or legal guardian of said child or ward and that he or she possesses the authority to act in such capacity and does hereby so act and agrees to indemnify and hold harmless the released parties from all liabilities and costs as outlined above as may be imposed upon the released parties because of any defect in or lack of legal capacity to execute this release and so act and to release said parties on behalf of the child or ward and parents or guardians and others as outlined above.

The participants agree that this release is intended to be broad and inclusive as permitted by the laws of the State of Florida, and that if any portion of the agreement is held to be invalid that the balance shall continue in full force and effect. The participants further agree that venue for this release shall lie in Osceola County.

I have carefully read this release, understand its contents, voluntarily signed it, and agree to be bound by it.

(Date) (Print Participant Name) (Age)

(Print Parent/Guardian Name) (Address) (Telephone)

(Signature) (Witness) (Print Name)

(Parent/guardian must sign if participant is under 18 or legally incapacitated)