

**Waiver, Release, and Hold Harmless Agreement**

In consideration of the City of Coconut Creek waiving the insurance requirements set forth in the Agreement between the City of Coconut Creek and \_\_\_\_\_, and allowing me to engage in business with the City of Coconut Creek without insurance coverage in the form of providing \_\_\_\_\_ to City/attendees at the City's \_\_\_\_\_ (the "Activity"), which will occur on \_\_\_\_\_, which is sponsored by the City of Coconut Creek, I (together with my parent or guardian, if I am under the age of eighteen (18) or under a legal disability) represent, covenant and agree, on behalf of myself and my heirs, assigns, and any other person claiming by, under or through me, as follows:

1. I acknowledge that participating in the Activity involves certain risks (some of which I may not fully appreciate) and that injuries, death, property damage or other harm could occur to me or others. I accept and voluntarily incur all risks of any injuries, damages, or harm which arise during or result from my participation in the Activity, including any associated travel, regardless of whether or not caused in whole or in part by the negligence or other fault of City of Coconut Creek, its officials, affiliates, employees, officers, agents or insurers ("Released Parties").

2. I waive all claims against any of the Released Parties for any injuries, damages, losses or claims, whether known and unknown, which arise during or result from my participation in the Activity, regardless of whether or not caused in whole or part by the negligence or other fault of any of the Released Parties. I release and forever discharge the Released Parties from all such claims.

3. I agree to indemnify and hold the Released Parties harmless from all losses, liabilities, damages, costs or expenses (including but not limited to reasonable attorneys' fees and other litigation costs and expenses) incurred by any of the Released Parties as a result of any claims or suits that I (or anyone claiming by, under or through me) may bring against any of the Released Parties to recover any losses, liabilities, costs, damages, or expenses which arise during or result from my participation in the Activity, regardless of whether or not caused in whole or part by the negligence or other fault of any of the Released Parties. The foregoing indemnification shall survive beyond the conclusion of the Activity.

4. I agree that nothing herein is intended to serve as a waiver of sovereign immunity by the Released Parties under Section 768.28, *Fla. Stat.*, nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of the waiver.

5. I have carefully read and reviewed this Waiver, Release, and Hold Harmless Agreement. I understand it fully and I execute it voluntarily.

EXECUTED this day \_\_\_\_\_ of \_\_\_\_\_, 20 \_\_\_\_ .

\_\_\_\_\_  
Participant Signature

\_\_\_\_\_  
Parent/Guardian

\_\_\_\_\_  
Participant Printed Name

\_\_\_\_\_  
Parent/Guardian Printed Name