

MINOR

Female Male



Resident Non-Resident

Official Use Only
Card# _____

Aquatics - Official Use Only
AFDC# _____

**CITY OF ST. PETERSBURG
RESIDENT/NON-RESIDENT PROGRAM REGISTRATION APPLICATION**

LAST NAME (PROGRAM PARTICIPANT) FIRST NAME MIDDLE INITIAL HOME PHONE

ADDRESS CITY ZIP

SCHOOL CURRENT GRADE AGE BIRTH DATE

PERSON TO NOTIFY IN CASE OF EMERGENCY HOME PHONE WORK PHONE



MEDICAL ALERT (IF APPLICABLE)

SPECIAL NEEDS (I.E. SIGN LANGUAGE, INTERPRETERS, TAPE/BRAILLE MATERIALS, READERS, ACCESSIBLE TRANSPORTATION, ETC.)

PRIMARY NATURAL GUARDIAN OR LEGAL GUARDIAN

LAST NAME FIRST NAME MIDDLE INITIAL HOME PHONE
ADDRESS CITY ZIP
WORK PHONE CELL PHONE E-MAIL ADDRESS FAX

SECONDARY NATURAL GUARDIAN OR LEGAL GUARDIAN

LAST NAME FIRST NAME MIDDLE INITIAL HOME PHONE
ADDRESS CITY ZIP
WORK PHONE CELL PHONE E-MAIL ADDRESS FAX

**RELEASE, WAIVER OF CLAIMS, HOLD HARMLESS, AND INDEMNITY AGREEMENT
FOR MINOR TO ATTEND CITY OF ST. PETERSBURG PROGRAMS**

In consideration of the attendance of _____ (hereinafter referred to as the "Minor") in any and all programs offered by the City of St. Petersburg (hereinafter referred to as the "Program"),

I/We, _____ natural guardian(s) (as defined in F.S. § 744.301 or legal guardian(s) of the Minor and the Minor hereby agree as follows:

- 1. I hereby agree that the Minor will be at all times required to comply with all rules and regulations of the Program and of the City of St. Petersburg (hereinafter referred to as the "City") and I accept on my behalf and on behalf of the Minor full responsibility for informing myself and the Minor of any changes to those rules and regulations.
- 2. The consideration for this Release, Waiver of Claims, Hold Harmless and Indemnity Agreement (hereinafter referred to as "the Agreement" or "this Agreement") is the attendance of the Minor in the Program, which I agree is a commonplace child oriented community supported activity, and the City's waiver of any requirement that I or the Minor carry self funded liability insurance prior to the Minor being allowed to attend the Program. I acknowledge that, absent the execution of the Agreement, the City would not have offered me or the Minor the ability for the Minor to attend the Program because of unacceptable exposure to liability claims.
- 3. I hereby agree, personally and on behalf of the Minor, that the Minor's attendance in the Program is only granted by the City because of its understanding that in the event of injury to myself or the Minor, or damage or loss of property, that any insurance policy held by myself or for the Minor which covers such injury or loss shall be the primary source of any recovery.
- 4. I, personally and on behalf of my heirs, personal representatives, executors and assigns, and on behalf of the Minor and the Minor's heirs, personal representatives, executors and assigns, hereby release, waive, discharge and covenant not to sue the City, its City Council, Mayor, any City department or subdivision, its employees, servants, representatives, officers, agents, volunteers, and successors and assigns, (hereinafter collectively referred to as "Releasees"), of any from any and all claims, demands, actions, causes of action, judgments, costs, expenses, court costs, attorneys' fees or other damages or liability, of any nature whatsoever, including but not limited to personal injury, property damage or wrongful death, whether caused by the sole, contributory or gross negligence of Releasees, or otherwise, or whether arising out of any defect, or presence or absence of any condition in or on any City property, premises, or right of way or in any City vehicle, which against Releasees, I or the Minor ever had, now have, or can, shall, or may have, upon or by reason of, directly or indirectly relating to, or arising from, the Minor's attendance in the Program.

5. I hereby personally, or on behalf of the Minor, voluntarily and expressly assume full responsibility for any risk of bodily injury, death, and property damage due to the negligence, whether sole, contributory or gross negligence, of any or all Releasees while the Minor attends the Program.
6. I hereby personally, or on behalf of the Minor, agree to defend at my expense, pay on behalf of, indemnify and save and hold harmless Releasees, from and against any and all claims, demands, liens, liabilities, judgments, losses and damages (whether or not a lawsuit is filed) including, but not limited to, costs, expenses and attorneys' fees at trial and on a ppeal for damage to property or bodily or personal injuries, including death at any time resulting therefrom, sustained by any person or persons, which damage or injuries are alleged or claimed to have arisen out of or in connection with, in whole or in part, directly or indirectly, the Minor's attendance in the Program, including without limitation, damage or injuries alleged or claimed to have arisen out of or in connection with the Minor's negligence, whether sole, contributory or gross, whether or not the damage or injuries are alleged or claimed to have arisen in part due to any negligence of the Releasees or other third party, my intentional wrongful acts or omissions, or my failure or the Minor's failure to comply with applicable laws, rules, regulations, standards and ordinances.
7. I also agree that I am responsible for any and all damages that I or the Minor willfully, accidentally, or negligently inflict upon Releasees or third parties as a result of the Minor's attending the Program.
8. I expressly agree, personally and on behalf of the Minor, that this Agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Florida, and if any portion of this Agreement is held to be invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.
9. I have read and voluntarily sign this Agreement, and further agree that no oral representations, statements or inducements apart from the foregoing written agreement have been made.
10. **I understand that I am encouraged to seek the advice of an attorney prior to signing this Agreement, and that I have been given the opportunity to seek such counsel.**
11. I hereby give this city permission to take and use i interviews, photographs, or videotapes of myself and/or the Minor for promotional and educational reasons. This publicity may include publication of the photo in publications, posters, brochures and newsletters; on the City website, radio station, or Cable TV channel; or other special district events or forms of publicity for the City. I understand there is no monetary compensation for use of these photos.
12. I hereby agree that I am the parent(s) or legal guardian(s) of the Minor and that I am fully competent and legally able to execute this Agreement on behalf of the Minor with the intent to bind both myself and the Minor by the terms hereof.
13. Should any paragraph or portion of any paragraph of this Agreement be rendered void, invalid or unenforceable by any court of law for any reason, such determination shall not render void, invalid or unenforceable any other paragraph or portion of this Agreement.
14. **INDEMNITY AGREEMENT** I hereby personally agree to **indemnify**, defend at my own expense and pay on behalf of, the City, its City Council, Mayor, any City department or subdivision, its employees, servants, representatives, officers, agents, volunteers, and successors and assigns, from and against any and all claims, demands, liens, liabilities, judgments, losses and damages (whether or not a lawsuit is filed) including, but not limited to, costs, expenses and attorney's fees at trial and on a ppeal brought for, by or on behalf of the Minor against the City, its representatives, officers, agents, volunteers, and successors and assigns, arising out of or in connection with, in whole or in part, directly or indirectly, the Minor's attendance in the Program.
15. **NOTICE REQUIRED BY F.S. § 744.301 TO THE MINOR'S NATURAL GUARDIAN(S).** READ THIS AGREEMENT COMPLETELY AND CAREFULLY. I AM AGREEING TO LET MY MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. I AM AGREEING THAT, EVEN IF RELEASEES USE REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE MY 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 AGREEMENT I AM GIVING UP MY CHILD'S RIGHT AND MY RIGHT TO RECOVER FROM RELEASEES IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO MY CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. I HAVE THE RIGHT TO REFUSE TO SIGN THIS AGREEMENT, AND THE CITY HAS THE RIGHT TO REFUSE TO LET MY CHILD PARTICIPATE IF I DO NOT SIGN THIS AGREEMENT.

THIS RELEASE, WAIVER, HOLD HARMLESS AND INDEMNITY FORM MUST BE SIGNED BEFORE THE MINOR MAY ATTEND THE PROGRAM.

BY SIGNING THIS AGREEMENT YOU ARE WAIVING OR RELEASING VALUABLE LEGAL RIGHTS. YOU MUST READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT.

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed this _____ day of _____, 20_____

BY: PARENT OR LEGAL GUARDIAN OF MINOR (with legal authority to execute this Agreement on behalf of the Minor if the participant is under 18.)

(Sign) _____

(Print) _____ (Date) _____

AND

BY: MINOR (any participant under 18 years of age).

(Sign) _____

(Print) _____ (Date) _____

THIS RELEASE, WAIVER OF CLAIMS, HOLD HARMLESS, AND INDEMNITY AGREEMENT SHALL NOT BE MODIFIED, MARKED THROUGH OR CONDITIONED BY ANY ATTACHMENT OR WRITTEN COMMENTS.