

# **PARKING COMMUNITY GARDEN PARTICIPATION AUTHORIZATION, RELEASE, WAIVER & INDEMNITY AGREEMENT**

(Read Carefully Before Signing)

In consideration of me \_\_\_\_\_ identified

**NAME OF PARTICIPANT**

on this Authorization, Release, Waiver and Indemnity Agreement ("Registration Agreement") being able to participate in the following activities or programs: **the City of Tampa Mobility Department Parking Community Garden**, conducted in full or in part by the City of Tampa ("City") (hereinafter referred to as the "Activities") and enter upon and use all facilities and/or be transported in City vehicles made available by the City (hereinafter referred to as the "Facilities and Equipment" and "Transportation Authorization"), I agree to the following:

(1) **Personal Insurance Primary for Loss Recovery.** I hereby agree that my participation in the Activities or use of the Facilities and Equipment is only granted by the City because of its understanding that in the event of injury to me or any damage or loss of my property, that any insurance policy held by me which covers such injury or loss shall be the primary source of any recovery.

(2) **Voluntary Assumption of Risk.** I hereby acknowledge that participation in the Activities, use of Facilities and Equipment or Transportation Authorization may be dangerous and involve the risk of serious injury and/or death and/or property damage may be caused by the action, inaction or negligence of me, the participant, or the action, inaction, or negligence of others, including the City. Nonetheless, I assume full responsibility for all risk of all bodily injury, death or property damage sustained through my participation in the Activities, use the Facilities and Equipment or arising out of Transportation Authorization.

(3) **Compliance with Rules and Regulation.** I hereby agree as a participant to comply with all Rules and Regulations of the City of Tampa and any additional Department and/or Division requirements. Because of the dangers of participating in the Activities, use of Facilities and Equipment, or Transportation Authorization, I recognize the importance of following staff instructions provided regarding the Activities, use of Facilities and Equipment, or Transportation and I agree that I will be at all times required to comply with all rules and regulations regarding my participation in any of the Activities, use of Facilities or Equipment, or Transportation Authorization. I accept full responsibility for informing myself of any changes to applicable rules, regulations, policies or procedures.

(4) **Responsibility for Medical Treatment/Expenses.** In case of injury that requires medical attention during my participation in the Activities, use of Facilities and Equipment, or Transportation, I agree to be taken to the nearest hospital unless otherwise noted. I the undersigned as participant do hereby consent to any and all medical and surgical treatments, including anesthesia and operations that may be deemed advisable by any qualified physician selected by the employees, agents, or officials of the City. The intention hereof is to grant authority to administer and perform all and singularly any examination, treatments, anesthetics, operations, and diagnostic procedures that may now or during the course of my care as a patient be deemed advisable or necessary by any qualified physician. I will be 100% liable for payment of all medical related expenses and costs resulting in or to result from any injury incurred during, or as a result of, my participation in the Activities, use of Facilities and Equipment, or Transportation Authorization.

(5) **Release, Waiver, Discharge and Covenant Not to Sue.** In exchange for my educational benefit to participate in any of the Activities, use of Facilities and Equipment, or Transportation Authorization, I the undersigned, my heirs, assigns, personal representatives, or next of kin, hereby RELEASE, WAIVE, ABSOLVE,

DISCHARGE, COVENANT NOT TO SUE the City, its officers, employees, agents, contractors, volunteers, organizers, partners, or sponsors (also referred to as "Releasees") individually or in an official capacity from any and all liability for property damage, bodily injury, death, or any other type of damages or expense arising out of or connected with my participation in the Activities, use of the Facilities and Equipment, Transportation Authorization, medical treatment, use of any photographs, videotapes, electronic images, audio recordings or any other record of events for any purpose. I further understand that this Agreement includes any claim or action based on negligence, action or inaction of any Releasees or otherwise, or whether arising out of or caused by any defect, or presence or absence of any condition of, in or on any real property, premises, city property or thoroughfare, or any vehicle occurring when I am participating in Activities, use of the Facilities and Equipment, or in connection with Transportation Authorization.

(6) **Hold Harmless and Indemnity Agreement.** I will defend, hold harmless and indemnify the above described Releasees from and against all liability, loss, claims, damages, costs, attorneys' fees and expenses of whatever kind or nature which the Releasees may sustain, suffer, or incur, or be required to pay by reason of permitting me to participate in the Activities, use the Facilities and Equipment, Transportation Authorization, medical treatment, use of any photographs, videotapes, electronic images, audio recordings or any other record of events for any purpose, even if allowing me to do so is later found to be wrongful or negligent.

(7) **Severability.** I expressly agree that the foregoing release and waiver of liability and indemnity is intended to be as broad and inclusive as is permitted by the laws of the State of Florida or other State where a claim or action may be instituted and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

(8) **Permission for Use of Participant's Photos, Videotapes, Electronic Images, Audio Records.** I hereby grant the City permission to use my likeness, electronic image, video and/or photograph in all of its publications, including website entries, or any broadcast medium, without payment or any other consideration. I understand and agree that these materials will become the property of the City and will not be returned. I hereby authorize the City to edit, alter, copy, exhibit, publish or distribute this video/photo for purposes of publicizing the City and/or the City's programs or any other lawful purpose. In addition, I waive the right to inspect or approve the finished product, including written or electronic copy, wherein my likeness appears. Additionally, I waive any right to royalties or other compensation arising or related to the use of the video/photograph.



I **AGREE** to the Photo Release as defined above.

By signing my name below, I certify that: (1) I am an adult participant over 18 years of age; (2) I have fully read and understand the above terms and conditions; (3) I understand that I am waiving important legal rights to recover damages for injury and/or property damage;

(4) I agree I have been encouraged to seek the advice of my own attorney prior to signing this agreement; (5) I have read and voluntarily signed this agreement; and (6) no oral representations, statements, or inducements apart from the foregoing written agreement have been made.

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**SIGNATURE OF PARTICIPANT**

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**DATE**

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**SIGNATURE OF PARENT OR GUARDIAN (IF UNDER 18)**

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**DATE**