

Martin County Board of County Commissioners, Stuart, Florida  
PARKS AND RECREATION DEPARTMENT

RELEASE AND WAIVER OF LIABILITY

NOTICE: This form contains a release and waiver of liability and when signed is a contract with legal consequences. Please read it carefully before signing your name.

☐ Volunteer (check) ☒ Participant (check) ☐ Minor Volunteer/Participant (check)

TO MARTIN COUNTY: In consideration of the opportunity afforded to me to be a volunteer/ participant in the activity described herein, I, the undersigned volunteer participant or parent/ guardian, freely agree to and make the following contractual representations and agreements.

I, the undersigned volunteer/participant, or parent/guardian, do hereby knowingly, freely, and voluntarily assume all risk and liability for any damage or injury that may occur as a result of my own or my dependent(s)'s participation in the activity and agree to **release, waive, discharge, and covenant not to sue Martin County**, its officers, agents, employees, and volunteers from any and all liability or claims that may be sustained by me or a third party directly or indirectly in connection with, or arising out of participation in the activity, whether caused in whole or in part by the negligence of Martin County or otherwise. I consent to having participant/s photo and/or video taken for promotional use only to be used in but not limited to websites, publications, media and/or publicity outlets. I agree there will be no monetary compensation for such use.

I, the undersigned volunteer /participant ,or parent/guardian, have read this form, fully understand its terms, and understand that I, on behalf of myself (or my dependent described herein), have given up substantial rights by signing it and have signed it freely and without any inducement or assurance of any nature and intend it to be a complete and unconditional release of any and all liability to the greatest extent allowed by law and agree that if any portion of this contract is held to be invalid the balance notwithstanding, shall continue in full legal force and effect.

**Notice to the Minor Child’s Natural 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 if Martin County 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 Martin County 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 Martin County has the right to refuse to let your child participate if you do not sign this form.

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1. I, releasor, being of lawful age, in consideration of being permitted to participate in the activity described herein, **including all skateboarding, in-line skating and bikings activities** offered at any *Martin County Parks and Recreation Department’s Park and/or Facility*, do for myself, my heirs, executors, administrators, and assigns hereby release and forever discharge MARTIN COUNTY, the Board of County Commissioners, their officers, agents, employees, volunteers, assigns and successors of and from any and every claim, demand, action or right of action, of whatever kind or nature, either in law or in equity arising from or by reason of any bodily injury or personal injuries known or unknown, death or property damage resulting or to result from any accident which may occur as a result of participation in a *Martin County Parks and Recreation Department’s Park and/or Facility* or any activities in connection with participation in a *Martin County Parks and Recreation Department Park and/or Facility*, whether by negligence or not.
2. I further release all officials and professional personnel from any claim whatsoever on account of first aid treatment or services rendered to me during my participation in any activity held within a *Martin County Parks and Recreation Department’s Park and/or Facility*.
- 3.I also understand that MARTIN COUNTY does not carry insurance to cover participants in the certain activities held within the *Martin County Parks and Recreation Department’s Parks and/or Facilities* in which I may be participating.
4. I understand there are risks associated with these activities, and I assume the risk of any injuries that may be sustain during any of these activities.
5. I understand that activities such as; **skateboarding, in-line skating, and biking** may be hazardous to my health and I understand that there is a risk of serious injury or death if I participate in **these sports**.
6. I understand that MARTIN COUNTY, the Board of County Commissioners, their officers, agents, employees, volunteers, assigns and successors of, may take photographs or video recordings for use in County publications and news releases without my written consent.
7. This release contains the entire agreement between the parties hereto and the terms of this release are contractual and not a mere recital.
8. Releasor further states that he/she has carefully read the foregoing release and knows the contents thereof and signs this release as his own free act.
9. Releasor agrees that he/she will follow all posted rules associated with the activity described herein.

*If the participant is a minor, the undersigned parent or legal guardian warrants and represents that this RELEASE, its significance and the assumption of risk has been explained to and understood by the minor child or ward.*

Date: June 20, 2019 (Release and Waiver of Liability will expire on December 31st)

Activity: World's Largest Swim Lesson at Sailfish Splash Waterpark

\_\_\_\_\_

Name of Participant/Volunteer (Print): \_\_\_\_\_ Participant/Volunteer (signature): \_\_\_\_\_

Name of Guardian (print): \_\_\_\_\_ Guardian (Signature): \_\_\_\_\_

County Employee/Witness (print): \_\_\_\_\_ County Employee/Witness (signature) : \_\_\_\_\_

☐ Florida Department of Law Enforcement check ☐ National Sexual offender registry