



SHERIFF WAYNE IVEY

BREVARD COUNTY SHERIFF'S OFFICE

RELEASE, HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN(S)

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 THE BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS, WAYNE IVEY, IN HIS CAPACITY AS SHERIFF OF BREVARD COUNTY, FLORIDA AND BREVARD COUNTY SHERIFF'S OFFICE POLICE ATHLETIC LEAGUE, INC., USE 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 THE BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS, WAYNE IVEY, IN HIS CAPACITY AS SHERIFF OF BREVARD COUNTY, FLORIDA, AND BREVARD COUNTY SHERIFF'S OFFICE POLICE ATHLETIC LEAGUE, INC., 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 THE BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS, WAYNE IVEY, IN HIS CAPACITY AS SHERIFF OF BREVARD COUNTY, FLORIDA AND BREVARD COUNTY SHERIFF'S OFFICE POLICE ATHLETIC LEAGUE, INC., HAVE THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

We, the undersigned, for and in consideration of the opportunity for our minor child (the "**MINOR**") to participate in the use of Jake's Lake and the facility and grounds surrounding Jake's lake, located in Brevard County, Florida (hereinafter, the **EVENT**) during the dates of _____ to _____ and the benefit flowing from the **MINOR** being able to participate in the **EVENT** through the consent of the Brevard County Board of County Commissioners, Wayne Ivey, in his capacity as Sheriff of Brevard County, Florida and Brevard County Sheriff's Office Public Safety Charity, and their respective employees and agents, (hereinafter, collectively the "**RELEASED PARTY**"), hereby, on behalf of ourselves and the **MINOR**, release and agree to defend, indemnify and save harmless, and shall defend, indemnify and hold harmless, the **RELEASED PARTY** from and against any and all liability, claims, demands, suits, actions, losses, damages, expenses, fees or fines, of any kind and nature, arising or growing out of or in any way connected with the **EVENT**, INCLUDING DUE TO THE NEGLIGENCE OF THE **RELEASED PARTY**. Furthermore, if, despite this release, we, the **MINOR** or anyone on the **MINOR'S** behalf makes a claim against the **RELEASED PARTY**, WE AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS THE "**RELEASED PARTY**" and each of them from ANY LITIGATION EXPENSES, ATTORNEY FEES, LOSS, LIABILITY, DAMAGE, OR COST THEY MAY INCUR DUE TO THE CLAIM MADE OR SUIT BROUGHT AGAINST THE "**RELEASED PARTY**", ASSERTING NEGLIGENCE ON THE PART OF THE "**RELEASED PARTY**" in performing their respective duties.

We know the nature of the **EVENT** and the **MINOR'S** experiences and capabilities, and believe the **MINOR** to be qualified to participate in the **EVENT**.



SHERIFF WAYNE IVEY

BREVARD COUNTY SHERIFF'S OFFICE

RELEASE, HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

WE FULLY UNDERSTAND AND WE WILL INSTRUCT THE **MINOR** THAT: (i) THE ACTIVITIES OF THE EVENT CAN BE VERY DANGEROUS AND PARTICIPATION IN THE EVENT INVOLVES RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS AND DEATH (**RISKS**); (ii) THESE **RISKS** AND DANGERS MAY BE CAUSED BY THE ACTIONS OR INACTIONS OF EITHER OF US OR THE ACTIONS OR INACTIONS OF OTHERS (INCLUDING THE **MINOR**) PARTICIPATING IN THE **EVENT**, THE RULES OF THE EVENT, OR THE NEGLIGENCE OF THE **RELEASED PARTY**; (iii) THERE MAY BE OTHER **RISKS** NOT KNOWN TO US OR BY THE **MINOR** OR THAT MAY NOT BE READILY FORESEEABLE AT THIS TIME; AND (iv) THE SOCIAL AND ECONOMIC LOSSES AND DAMAGES THAT COULD RESULT FROM THOSE **RISKS** COULD BE SEVERE AND COULD PERMANENTLY CHANGE THE FUTURE OF THE **MINOR**.

WE, ON BEHALF OF OURSELVES AND THE **MINOR**, HEREBY ACCEPT AND ASSUME ALL SUCH **RISKS**, KNOWN AND UNKNOWN, AND ASSUME ALL RESPONSIBILITY FOR THE LOSSES, COSTS AND DAMAGES FOLLOWING SUCH INJURY, DISABILITY, PARALYSIS OR DEATH, EVEN IF CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OF THE **RELEASED PARTY**.

This Release shall last in perpetuity and be binding upon our assigns, successors, personal representatives, executors, administrators and heirs, as well as the assigns, successors, personal representatives, executors, administrators and heirs of the **MINOR**.

This Release shall be governed by the laws of the State of Florida and any action brought to interpret or enforce this Release shall be brought exclusively in the appropriate state court situate in Brevard County, Florida. Nothing about this Agreement shall be considered a waiver of any rights or provisions found in Florida Statute 768.28.

WE HAVE READ THIS RELEASE, HOLD HARMLESS AND INDEMNIFICATION AGREEMENT, UNDERSTAND THAT BY SIGNING IT WE GIVE UP SUBSTANTIAL RIGHTS WE OR THE **MINOR** WOULD OTHERWISE HAVE TO RECOVER DAMAGES FOR LOSSES OCCASIONED BY THE **RELEASEES FAULT**, AND SIGN IT VOLUNTARILY AND WITHOUT INDUCEMENT.

DATE

NAME OF MINOR

SIGNATURE OF RELEASOR – (To be signed by each
Parent of the MINOR)

Printed Name – (Each parent of the MINOR named here)

SIGNATURE OF WITNESS to each parent of the MINOR

Printed Name of witness to each parent of the MINOR

September 14, 2020