



# SHERIFF WAYNE IVEY

# BREVARD COUNTY SHERIFF'S OFFICE

## RELEASE, HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

I, the undersigned, for and in consideration of the opportunity 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 being able to participate in the **EVENT** through the consent of Brevard County, a political subdivision of the State of Florida; Wayne Ivey, in his official 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 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**.

I FULLY UNDERSTAND 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 MY ACTIONS OR INACTIONS OR THE ACTIONS OR INACTIONS OF OTHER 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 ME 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 MY FUTURE.

I HEREBY ACCEPT AND ASSUME ALL SUCH **RISKS**, KNOW 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**. FURTHERMORE, I RELEASE THE **RELEASED PARTY** FROM ANY AND ALL CLAIMS REGARDING LOST, MISPLACED, OR DAMAGED PERSONAL PROPERTY OCCURING AT JAKE'S LAKE.

This Release shall last in perpetuity and be binding upon my assigns, successors, personal representatives, executors, administrators and heirs.

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 situated in Brevard County. Nothing about this Agreement shall be considered a waiver of any rights or provisions found in Florida Statute 768.28.

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

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE OF RELEASOR

Printed Name: \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE OF WITNESS

Printed Name: \_\_\_\_\_

April 7, 2021