

DUNEDIN PARKS & RECREATION DEPARTMENT
RELEASE, WAIVER AND INDEMNIFICATION
FOR USE OF STIRLING SKATE PARK
A D U L T

I, _____, for myself, my heirs and personal representatives hereby assume for myself all liabilities, risks, injuries and hazards incidental to and inherent in the use of the facility known as THE CITY OF DUNEDIN STIRLING SKATE PARK (the "Facility") at all times I am physically present on or participating in any activities at the Facility. I acknowledge the fact that skateboarding and inline skating are inherently dangerous activities and that I have assumed for myself the risks and dangers inherent in participating in those activities and acknowledge that those dangers and risks are characteristic of, intrinsic to and an integral part of skateboarding and inline skating. I acknowledge and accept responsibility for complying with all rules and regulations regarding the use of the Facility and acknowledge having seen, read and understood those rules and regulations as they existed on the date of the execution of this instrument and I accept the responsibility for informing myself of any changes to those rules and regulations from time to time and on all occasions that I use the Facility. I acknowledge that the use of the Facility may/does involve physical contact or other conditions where injuries to me or others may occur. I do hereby waive, release and agree to hold harmless the City of Dunedin, its officers, agents, employees, and others sponsoring activities at the Facility for and from any claim, demand, liability, costs, suits, charges or compensation for loss or injury of any kind arising out of a loss or an injury, including losses or injuries arising from the negligence of the City of Dunedin, its agents, employees or sponsors of activities arising from my physical presence on or participation in activities at the Facility. I assume all risk of injury, liability, and loss arising from my participation in or presence at the said Facility. I acknowledge that the City of Dunedin will not assume any costs relating to any injury while I am at the said Facility.

I represent that I am 18 years of age or older and that I am fully competent and legally able to execute this document with the intent to be bound by the terms hereof.

PHOTO RELEASE

I/We hereby further give consent to the use of any photographs taken by the City of Dunedin, its employees, agents, assigns and/or elected officials of myself or my children during participation in all such events and activities. I/We agree such photographs shall be the sole property of the City of Dunedin and neither myself or the individual(s) on whose behalf this consent is signed are entitled to compensation of any kind for the use of such photographs by the City, its employees, agents, assigns, or elected officials.

This Release, Waiver and Indemnification is in consideration of the City of Dunedin permitting my participation in activities and use of the Facility and in further consideration of the City of Dunedin not requiring self-funded liability insurance coverage as a condition precedent to my participation in any activities or use of the Facility. I freely and voluntarily assume for myself, my heirs, assigns and personal representatives, all risk of loss or injury arising from my participation in activities or use of the Facility, whether due to my negligence, or the negligence of others. I acknowledge that, absent this Release, Waiver and Indemnification, the City of Dunedin and other sponsors of activities at the Facility would not have offered me access to the Facility because of unacceptable exposure to liability claims. I acknowledge that Section 316.0085 F.S. protects the City of Dunedin from liability claims arising from the use of said Facility, except in very limited circumstances.

I have read the Stirling Skate Park Rules and agree to my use of the Stirling Skate Park is conditioned upon abiding by such rules. I understand this document and have signed it freely and knowingly, intending that it shall be fully operative and effective in all respects and that it waives legal rights to which I might otherwise be entitled if I am hurt or suffer loss at the Facility or in the event that I cause injury or harm to other persons.

This Release, Waiver and Indemnification form shall remain in full force and effect for all programs or events until such time as the undersigned withdraws this Release, Waiver and Indemnification form in writing and delivers the same to the City of Dunedin Parks and Recreation Department.

- YOU MUST CAREFULLY READ THIS DOCUMENT BEFORE SIGNING IT.
- YOU ARE WAIVING OR RELEASING VALUABLE LEGAL RIGHTS.
- YOU ARE ADVISED TO SEEK THE ADVICE OF AN ATTORNEY IF YOU DO NOT FULLY UNDERSTAND THIS DOCUMENT.

Print (Parent or Guardian)

Date

Signature (Parent or Guardian)

Date