

# ADULT ATHLETIC ACTIVITY RELEASE, HOLD HARMLESS, AND INDEMNIFICATION AGREEMENT

This Release, Hold Harmless and Indemnification agreement must be completed, signed and notarized prior to enrollment in any adult athletic league or activity sponsored by the City of Deltona (hereinafter referred to as the "CITY").

I, \_\_\_\_\_, whose address is \_\_\_\_\_, do hereby certify that I am eighteen (18) years of age or older and the information provided herein is accurate and complete. I agree that no other representations, statements, or inducements apart from this Agreement have been made by CITY or anyone else in regard to the subject matter of this Agreement.

WHEREAS, the CITY agrees to allow me to participate in CITY sponsored adult athletic league games in consideration of my execution of this Release, Hold Harmless and Indemnification agreement which I voluntarily agree to be bound by its terms.

NOW, THEREFORE, IN CONSIDERATION of being allowed to participate in, or observe such adult activities, I hereby agree as follows:

(1) I attest and certify to the following: (a) I am physically fit, (b) I have been cleared by a medical physician, (c) I am aware of my physical limitations, (d) I fully assume and understand the inherent dangers and risk of personal injury or death involved while participating in CITY sponsored adult activities, (e) I am free to withdraw from the program at anytime without penalty, and (f) I have obtained sufficient information, training and knowledge, to voluntarily enroll and participate in the CITY adult activity of \_\_\_\_\_ conducted at various CITY facilities, including the risk of death and/or serious personal injury or damage to other persons and/or property while participating in CITY adult activities.

(2) I acknowledge that I am not provided any insurance coverage by the CITY and freely and voluntarily execute this Release with such knowledge.

(3) I assume full and sole responsibility for the risk of death, personal injury and/or property loss or damage arising from, or in any way connected with, my participation in such adult activities.

(4) I hereby release and forever discharge the CITY, its agents, employees or independent contractors and their respective sureties, insurers successors, assigns and legal representatives, from any liability, claim, cause of action, demand or damages for injury, death or losses of any kind or nature whatsoever as a result of such activities, whether injury, death, damage or property loss is caused by the intentional or negligence act, or omission of myself, other participants or observers.

(5) I agree to pay any and all attorney's fees and court costs incurred by the CITY, and any of its agents, employees and independent contractors resulting or arising from my actions, participation or attendance at such adult activities.

(6) I agree to indemnify and hold the CITY, its agents, employees and independent contractors, their sureties, insurers, successors, assigns and legal representatives harmless from any liability, claim, cause of action, demand or damages for injury, death or losses of any kind or nature whatsoever to any person or their property as a result of my actions, participation or attendance at such adult activities.

(7) Any damages, injuries, or death resulting from any actual or claimed, intentional or wrongful act or omission, or participation in such adult activities, shall be my sole responsibility for payment of all costs related to such damage, repair or liability.

(8) I agree to abide by all CITY ordinances, rules and regulations. Any violation of a CITY ordinances, rules or regulations, while at a CITY facility, is sufficient grounds for immediate termination of any further participation in a CITY sponsored adult activity for the remainder of the season and may result in legal action for the offense committed.

(9) I agree to and hereby bind my heirs, executors, assigns and all other legal representatives by executing this Release.

(10) I hereby acknowledge and agree that this agreement is intended to be construed and interpreted as broad and inclusive as permitted by the laws of Florida. If any portion of this Release is found or declared to be invalid or unenforceable, such invalidity shall not affect the remainder of this Release not found to be invalid and the remainder of this Release shall remain in full force and effect.

(11) BY EXECUTING THIS RELEASE, I ACKNOWLEDGE THAT I HAVE READ THIS RELEASE AND UNDERSTAND THE CONTENTS HEREOF; I HAVE BEEN DULY ADVISED; I HAVE HAD THE OPPORTUNITY TO SEEK INDEPENDENT COUNSEL OF MY CHOICE; AND DO HEREBY CERTIFY THAT I HAVE FREELY AND VOLUNTARILY EXECUTED THIS RELEASE.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

STATE OF FLORIDA  
COUNTY OF VOLUSIA

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared \_\_\_\_\_, who is/are personally known to me, or who furnished the following forms of identification, \_\_\_\_\_  
\_\_\_\_\_. Who executed the foregoing instrument, and (s)he acknowledged before me that (s)he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public: \_\_\_\_\_ My Commission Expires: \_\_\_\_\_.