CITY OF NEW PORT RICHEY

VOLUNTEER RELEASE, WAIVER AND HOLD HARMLESS AGREEMENT

(ADULT)

PLEASE 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.

NOTICE:

READ THIS DOCUMENT COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF THE CITY OF NEW PORT RICHEY USES REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOU MAY SUFFER SERIOUS BODILY INJURY OR DEATH BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS DOCUMENT, YOU ARE GIVING UP YOUR RIGHT TO RECOVER FROM THE CITY OF NEW PORT RICHEY IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOU OR ANY PROPERTY DAMAGE THAT RESULTS FROM PARTICIPATION IN THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND THE CITY OF NEW PORT RICHEY HAS THE RIGHT TO REFUSE TO LET YOU PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

Name/Nature of Volunteer Program/Activity: _____

I, _____ for myself, my heirs and personal representatives, hereby assume all liabilities, risks, injuries and hazards incidental to, or as a result of, participating in the above Volunteer Program/Activity, including transportation to and from the said activity. I freely acknowledge that this Volunteer Program/Activity may have, and/or does involve, physical contact or other conditions or circumstances where injuries may occur, and that transportation to and from said event could involve the potential for an automobile or other accident. I do hereby warrant that I am over the age of eighteen years, in good health and have no physical condition that would prevent me from safely participating in the Volunteer Program/Activity identified above. If I have any medical or physical limitation, I have

made the Program's staff aware of such limitations in writing in advance of my participation in the Volunteer Program/Activity. I do hereby waive, release and agree to hold harmless City of New Port Richey, its officers, agents, employees, attorneys, organizers, sponsors, activity supervisors, co-sponsoring organizations and participants from and for any claim, demand, liability, costs, suits, charges or compensation for loss or injury of any kind, including losses or injuries arising from the negligence of the City of New Port Richey, its officers, agents, employees, attorneys, organizers, sponsors, activity supervisors, co-sponsoring organizations and participants, arising from my participation in the said Volunteer Program/Activity. I assume all risk of injury, liability, and loss arising from my participation or presence at said Volunteer Program/Activity. I acknowledge that the City of New Port Richey, will not assume any costs relating to any loss or injury while I am involved in this Volunteer Program/Activity, or from transportation to or from the same. This Waiver, Release and Hold Harmless Agreement is in consideration of City of New Port Richey permitting me to participate in the Volunteer Program/Activity and in further consideration of City of New Port Richey not requiring self-funded liability insurance coverage on my part as a condition precedent to my participation in the Volunteer Program/Activity. I freely and voluntarily assume all risk of loss or injury arising from my participation in the Volunteer Program/Activity, whether due to my negligence or the negligence or intentional acts of others. I acknowledge that, absent this Release, City of New Port Richey, or other sponsors of the activity would not have offered me access to the Volunteer Program/Activity because of unacceptable exposure to civil liability claims and/or lawsuits, or the expense of providing a program that is risk-free.

I have read and understood this document and sign 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 during my participation in the identified Volunteer Program/Activity.

_____ _____

Signature of Participant Date

_____ _____

Signature of City Representative Date