



Participant Waiver and General Release Form
Town of Fort Myers Beach, Florida

Waiver and release of all claims and assumption of risk for the Town of Fort Myers Beach, Florida. Please read this form carefully and be aware that in signing up and participating in Town of Fort Myers Beach (hereafter "Town") activities/programs, you will be expressly assuming the risk and legal liability and waiving and releasing all claims for injuries, damages or loss which you and/or your minor child might sustain as a result of participating in any and all activities connected with and associated with Town of Fort Myers Beach programs/activities (including transportation services/vehicles operation, when provided).

I recognize and acknowledge that there may be certain risks involved in participating in Town programs/activities, and I voluntarily agree to assume the full risk of any injuries, damages or loss that my minor child or I may sustain as a result of said participation. I further agree to waive and relinquish all claims I or my minor child may have (or accrue to me or my child) against the Town as a result of participating in such program/activity, including but not limited to claims against Town officials, officers, employees, agents, independent contractors associated with such programs/activities in any capacity, and/or volunteers (hereinafter collectively referred to as "parties"). I do hereby fully release and forever discharge the parties from any and all claims for injuries, damages or loss (including but not limited to attorneys fees and/or appellate attorneys fees associated therewith, whether or not suit is filed) that my minor child or I may have or which may accrue to me or my minor child and arising out of, connected with, or in any way associated with these programs/ activities or any of them.

I indemnify and hold the town, any of its employees and/or agents and/or any parties referenced above, from any and all claims from my use of town property or participating in any town programs/activities. I further indemnify and hold harmless the Town, its employees and/or agents and/or any parties referenced above from all costs, expenses and liabilities resulting from any claim brought as a result of my or my child's use of Town property and/or participation in Town programs/activities to the extent of the town's liability under general law.

This will certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above and for myself, my heirs, assigns, and any other interested parties.

I understand that photographs, videos or other recording of my and/or child's face, likeness, and/or voice may occur during Town programs/activities, by signing below, I hereby agree that such face, likeness and/or voice may be published by the town in brochures, newsletters, or other advertising for the town.

I have read and fully understand the above important information, warning of risk, assumption of risk and waiver and release of all claims. If registering via fax, my facsimile signature shall substitute for, and have the same legal effect as, an original form signature.

WITNESS SIGNATURE

PARTICIPANT SIGNATURE

PRINTED NAME / DATE

PRINTED NAME / DATE

IF APPLICABLE:

NAME OF MINOR CHILD(REN): _____

WITNESS SIGNATURE PARENT/GUARDIAN SIGNATURE

PRINTED NAME / DATE PRINTED NAME / DATE