



COASTAL CLEANUP RELEASE, ASSUMPTION OF RISK, INDEMNITY, AND WAIVER OF LIABILITY

NOTICE: This document is a release, assumption of risk, indemnity, and waiver of liability ("Agreement"). This Agreement is a voluntary, legally binding agreement and, once signed by the individual identified as Releasor below, has legal consequences. **Please read it carefully before signing.**

TO BROWARD COUNTY: In connection with my voluntary participation in Broward County's ("County") Coastal Cleanup (the "Activity") to be held on _____ (insert date), on my own behalf, and on behalf of any minor children or other dependents participating in the Activity that I am legally responsible for, which individuals are identified at the bottom of this Agreement (collectively, "Participants"), I freely agree to and make the following representations and agreements. The party signing this Agreement is referred to as "Releasor". Releasor and Participants have no known health problems that would hinder or be aggravated by participation in the Activity. I knowingly, freely, and voluntarily participate in activities associated with the Activity. I acknowledge and understand that there are known and unknown, risks, and social and economic losses associated with exposing me to these activities that could result in bodily injury, partial and/or total disability, paralysis, and death.

Releasor, individually and on behalf of all Participants, hereby releases, waives, discharges, and covenants not to sue County or its past, present, and future officers, agents, employees, event sponsors, and contractors (collectively referred to herein as "Releasees") from any and all liability or claims for damages that may be sustained by Releasor, any Participant, or both, including without limitation, claims for personal injury, property damage, economic and non-economic losses, and any rights or claims that may arise directly or indirectly in connection with participating in the Activity, even if caused in whole or in part by negligence, action, or inaction of the Releasees, a third-party contractor, any other volunteer, or any combination of individuals and entities. Releasor, individually and on behalf of all Participants, agrees to release the Releasees from any liability or responsibility and agrees to defend and indemnify the Releasees for any injuries or damages to third parties that may arise from the Releasor's and all Participants' voluntary participation in the Activity.

Releasor represents and certifies that Releasor is the parent and/or legal guardian of Participants and that Releasor is acting in such capacity and does hereby so act and agree to indemnify and hold harmless Releasees from all liabilities and costs as outlined herein and as may be imposed upon the Releasees because of any defect in or lack of legal capacity to execute this Agreement.

Releasor hereby represents to Releasees that Releasor has the full legal authority to enter into this Agreement on Releasor's own behalf and on behalf of each Participant. Releasor agrees individually and on behalf of all Participants that the above representations are binding upon each of them and are not mere recitals, and that Releasees are relying on such representations in granting consent to Releasor and Participants to engage in the Activity. Should Releasor, a Participant, or any heir or assign of either, assert a claim in contravention of this Agreement, Releasor and each claimant shall each be liable, jointly and severally, for all expenses (including legal fees) incurred by Releasees in defending such claim. In the event any Participant, or any individual or party asserting a claim on behalf of any Participant, brings



a claim against Releasees arising out of the Activity, Releasor agrees to fully indemnify, hold harmless, and defend Releasees from all such claims. This Agreement cannot be amended orally and handwritten edits to this Agreement, with the exception of inserting the date of the Activity and completing the form at the end of this document, are invalid.

As additional consideration for being permitted to engage in the Activity, Releasor, individually and on behalf of each Participant, grants full permission to County to create and use photographic images, video and audio recordings, and any other record of the Releasor, the Participants, and the Activity for advertising, marketing, promotion, and any other legitimate purpose whatsoever (including marketing and promotional purposes), without the expectation of or entitlement to compensation.

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement or participation in the Activity shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida.

Releasor affirms that Releasor is at least 18 years old, has read this Agreement, fully understands its terms, and understands that Releasor, individually and on behalf of each Participant, has given up substantial rights to bring any claim or suit against Releasees by signing it. Releasor has signed this Agreement freely and without any inducement or assurance of any nature, was provided sufficient opportunity to consult with an attorney prior to signing it or has knowingly and voluntarily waived those rights, and intends this Agreement to be a complete and unconditional release of any and all liability to the greatest extent allowed by law. This Agreement is valid and enforceable by Releasees upon Releasor's signature of this document and does not require the signature of Releasees. Releasor further agrees that if any portion of this Agreement is held to be invalid, the balance notwithstanding shall continue in full legal force and effect.

**COMPLETE BELOW FOR RELEASOR AND ALL PARTICIPANTS
(EACH PARTICIPANT OVER THE AGE OF SEVENTEEN MUST PERSONALLY
COMPLETE THIS AGREEMENT BEFORE PARTICIPATING)**

Releasor (Print Name): _____ Signature: _____ Date: _____

Releasor Phone Number: _____ E-mail: _____

Emergency Contact Name and Phone Number: _____

Legal Names of all other Participants: _____
