

VOLUSIA COUNTY PARKS, RECREATION AND CULTURE

PARTICIPANT RELEASE OF LIABILITY -- READ BEFORE SIGNING

In consideration of being allowed to attend and participate in any way in the County of Volusia's sponsored activities and related programs and events, I agree that:

1. The risk of injury from attendance at the participation in sponsored activities is significant, including the potential for permanent disability and death, and while particular rules, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist; and,
2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, BOTH KNOWN AND UNKNOWN, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my attendance or my child's attendance and participation; and
3. I agree to comply with the stated and customary terms and conditions for attendance and participation. If I observe any unusual significant concern in my attendance or my child's attendance or readiness for participation and/or in the sponsored activities itself, I will remove myself or my child from the sponsored activity and bring my concern to the attention of the nearest official immediately; and
4. I, for myself, my child and on behalf of my/our heirs, assigns, personal representatives and next of kin, HEREBY RELEASE THE COUNTY OF VOLUSIA, SCHOOL BOARD OF VOLUSIA COUNTY, VOLUSIA COUNTY, municipalities, other participants, sponsoring agencies, sponsors, advertisers, and owners and lessors of premises used to conduct the sponsored activity, their officials, officers, employees and/or agents, ("Releasees"), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH or loss or damage to person or property incident to my or my child's attendance at or participation in sponsored activities WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law.
5. I, for myself, my child and on behalf of my/our heirs, assigns, personal representatives and next of kin, HEREBY INDEMNIFY AND HOLD HARMLESS all the above Releasees from any and all liabilities incident to my or my child's involvement or participation in sponsored activities, EVEN IF ARISING FROM THEIR NEGLIGENCE, to the fullest extent permitted by law.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

_____ Date: _____
PARTICIPANT SIGNATURE (PRINT NAME)

_____ Date: _____
(PARENT/GUARDIAN SIGNATURE) (PRINT NAME)

PHOTO RELEASE (optional)

By signing this form, I give the County of Volusia permission to publish or use photographic portraits or pictures of me or my child, along with me or my child's name, for art, advertising, trade, public information or any other lawful purpose.

I waive inspecting and/or approving the finished product or the copy that is used in connection with the publication.

I release the County of Volusia from any liability from the use of my photograph or reproduction thereof.

NOTE: For minors, a signature is required by BOTH the minor and parent/legal guardian.

PARTICIPANT SIGNATURE

PARENT/GUARDIAN SIGNATURE