CITY OF NORTH PORT VOLUNTEER RELEASE, WAIVER AND INDEMNIFICATION AGREEMENT

| (ADULT) | | |
|---|--|--|
| l, | _ for myself, my heirs and personal representatives, hereby | |
| assume all liabilities, risks, injuries and hazards to | myself incidental to, or as a result of, participation in | |
| | ("activity"), including transportation to and from | |
| the said activity. I acknowledge the fact that this ac | tivity may have, and/or involve, distinct or inherent risks of | |
| physical injury or possibly even death, and physical contact or other conditions or factual circumstances where | | |
| physical or other injuries may occur, due to the nature of the activity. | | |
| | | |

I understand and agree that my voluntary participation in City of North Port activities does not entitle me to any compensation or other employee benefits. I further understand that I am NOT an agent or employee of the City of North Port and that I will not so represent myself to any person, government unit or corporate entity. I further understand and agree that I will be solely responsible for my actions while participating in volunteer activities.

I do hereby waive, release and agree to indemnify and hold harmless the CITY OF NORTH PORT, its officers, agents, and employees, 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 NORTH PORT, its agents or employees and sponsors, or activity supervisors, arising from my participation in the said activity. I assume all risk of injury, liability, and loss arising from my participation or presence at said activity. I acknowledge that the CITY OF NORTH PORT will not assume any costs relating to any injury while I am involved in this activity, except for those benefits afforded volunteers in accordance with Florida Workers' Compensation Law.

This Waiver, Release and Hold Harmless/Indemnification Agreement is in consideration of the CITY OF NORTH PORT or activity sponsor permitting my participation in the activity and in further consideration of the CITY OF NORTH PORT not requiring self-funded liability insurance coverage on my part as a condition precedent to my participation in the activity. I freely and voluntarily assume all risk of loss or injury arising from my participation in the activity whether due to my negligence, or to the negligence or intentional acts of others. I acknowledge that, absent this Release and indemnification, the CITY OF NORTH PORT or other sponsors of the activity would not have offered me the access to the activity because of unacceptable exposure to civil liability claims, 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 that activity. I understand that this release and indemnity agreement is continuing in nature and shall apply to all incidents that may occur during my participation in this activity for a period of one year from the date of my signature.

YOU MUST 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.

| Name: | Emergency Contact: |
|---------------------------|--------------------|
| Address: | Email: |
| Phone: | |
| Signature: | Date: |
| City Official: Signature: | Date: |

The City reserves the right to terminate a volunteer's participation in this program at any time, without cause or prior notification.