

WAIVER, RELEASE AND CONSENT AGREEMENT

Adult Participant Only

For and in consideration of the opportunity and privilege of participating in the following:
ADP/ KWPB Howell Branch Preserve Tree Planting

(hereinafter referred to as “program, activity or event”), in connection with the CITY OF WINTER PARK, FLORIDA, the undersigned, _____, in his/her individual capacity, does hereby on behalf of myself and my heirs, executors and administrators, forever release, discharge and hold harmless the CITY OF WINTER PARK, FLORIDA, as well as any and all of its agents, employees, officials, officers, representatives, successors and/or assigns, (hereinafter collectively referred to as “CITY”) from any and all claims, demands, actions, damages, losses, costs and/or expenses, which I may otherwise have arising out of, resulting from or associated with the above described program, activity or event including, but not limited to, property damage and/or destruction, death, accident, injury, loss of income, medical expense, pain and suffering, emotional distress, illness or harm, of any type or nature whatsoever sounding in tort, contract or equity, including, but not limited to, those claims which might arise out of or be associated with the potential fault or negligence of the CITY, which I may encounter, incur or sustain, both known and unknown, during my involvement or participation in the CITY’s program, activities or events described above. I agree that this Waiver, Release and Consent Agreement includes any and all claims based on fault or negligence, or otherwise, as to the CITY, and for the actions or negligence of any other participants in the CITY’s program, activities or events.

In so releasing the CITY from any and all liability and waiving my rights to make any type of claim against the CITY, I understand and acknowledge that the I assume all risk, of every kind and nature, associated with my presence on CITY property or with my choice to participate in any and the CITY’s program, activities or events. I further expressly understand and agree that the City would not allow my participation in said program, activity or event if I did not consent to the terms of this Waiver, Release and Consent Agreement and that the signing of this agreement is a condition precedent to my participation in the program, activity or event.

I expressly agree that this Waiver, Release and Consent Agreement is intended to be as broad and inclusive as permitted by the laws of the State of Florida and that if any portion hereof

is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

The terms and conditions set forth in this Waiver, Release and Consent Agreement are contractual and not a mere recital and by executing same, I certify that I have read it in its entirety, understand all of its terms, and have had any and all questions regarding this Agreement, or its effect, satisfactorily answered.

I hereby affirm that I have read this Waiver, Release and Consent Agreement and am signing the Waiver, Release and Consent Agreement knowingly, voluntarily, and intelligently.

Sign: _____

Print: _____

Date: _____

CITY Witness: _____

Print: _____

Date: _____