

**RELEASE, WAIVER OF CLAIMS, HOLD
HARMLESS, AND INDEMNITY AGREEMENT FOR MINOR
TO ATTEND AND PARTICIPATE IN YOUNG EAGLES FLIGHT PROGRAM**

In consideration of the attendance and participation of _____ (hereinafter referred to as the "Minor") in the Young Eagles Flight Program held at Albert Whitted Airport on _____, 20__ (hereinafter referred to as the "Program"), I/We, _____, parent(s) or legal guardian(s) of the Minor, and the Minor hereby agree as follows:

- 1. I HEREBY ACKNOWLEDGE THAT THE CITY OF ST. PETERSBURG (hereinafter referred to as the "City") IS NOT SPONSORING OR CONDUCTING THE PROGRAM, BUT INSTEAD IS ONLY ALLOWING THE PROGRAM TO OCCUR AT ITS FACILITY.**
2. The consideration for this Release, Waiver of Claims, Hold Harmless and Indemnity Agreement (hereinafter referred to as "the Agreement" or "this Agreement") is the attendance and participation of the Minor in the Program, which I agree is a commonplace child oriented community supported activity, and the City's waiver of any requirement that I or the Minor carry self funded liability insurance prior to the Minor being allowed to attend and participate in the Program. I acknowledge that, absent the execution of the Agreement, the City would not have offered me or the Minor the ability for the Minor to attend and participate in the Program because of unacceptable exposure to liability claims.
3. I hereby agree, personally and on behalf of the Minor, that the Minor's attendance and participation in the Program is only granted by the City because of its understanding that in the event of injury to myself or the Minor, or damage or loss of property, that any insurance policy held by myself or for the Minor which covers such injury or loss shall be the primary source of any recovery.
4. I, personally and on behalf of my heirs, personal representatives, executors and assigns, and on behalf of the Minor and the Minor's heirs, personal representatives, executors and assigns, hereby release, waive, discharge and covenant not to sue the City, its City Council, Mayor, any City department or subdivision, its employees, servants, representatives, officers, agents, volunteers, and successors and assigns, (hereinafter collectively referred to as "Releasees"), of any from any and all claims, demands, actions, causes of action, judgments, costs, expenses, court costs, attorneys' fees or other damages or liability, of any nature whatsoever, including but not limited to personal injury, property damage or wrongful death, whether caused by the sole, contributory or gross negligence of Releasees, or otherwise, or whether arising out of any defect, or presence or absence of any condition in or on any City property, premises, or right of way or in any City vehicle, which against Releasees, I or the Minor every had, now have, or can, shall, or may have, upon or by reason of, directly or indirectly relating to, or arising from, the Minor's attendance and participation in the Program.
5. I hereby personally, or on behalf of the Minor, voluntarily and expressly assume full responsibility for any risk of bodily injury, death, and property damage due to the negligence, whether sole, contributory or gross negligence, of any or all Releasees while the Minor attends and participates in the Program.
6. I hereby personally, or on behalf of the Minor, agree to defend at my expense, pay on behalf of, indemnify and save and hold harmless Releasees, from and against any and all claims, demands, liens, liabilities, judgments, losses and damages (whether or not a lawsuit is filed) including, but not limited to, costs, expenses and attorneys' fees at trial and on appeal for damage to property or bodily or personal injuries, including death at any time resulting therefrom, sustained by any person or persons, which damage or injuries are alleged or claimed to have arisen out of or in connection with, in whole or in part, directly or indirectly, the Minor's attendance and participation in the Program, including without limitation, damage or injuries alleged or claimed to have arisen out of or in connection with the Minor's negligence, whether sole, contributory or gross, whether or not the damage or injuries are alleged or claimed to have arisen in part due to any negligence of the Releasees or other third party, my intentional wrongful acts or omissions, or my failure or the Minor's failure to comply with applicable laws, rules, regulations, standards and ordinances.
7. I also agree that I am responsible for any and all damages that I or the Minor willfully, accidentally, or negligently inflict upon Releasees or third parties as a result of the Minor's attending and participating in the Program.
8. I expressly agree, personally and on behalf of the Minor, that this Agreement is intended to be as broad and inclusive

as is permitted by the laws of the State of Florida, and if any portion of this Agreement is held to be invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

9. I have read and voluntarily sign this Agreement, and further agree that no oral representations, statements or inducements apart from the foregoing written agreement have been made.

10. I understand that I am encouraged to seek the advice of an attorney prior to signing this Agreement, and that I have been given the opportunity to seek such counsel.

11. I acknowledge the fact that this Agreement, including my address and phone number, could become a public record pursuant to Florida Statute Section 119 and will be available to members of the public upon their request.

12. I hereby give the City permission to take and use photo(s) of myself and/or the Minor. This publicity may include publication of the photo in newspapers, brochures, magazines, websites, displays or any other forms of publicity for the City. I understand there is no monetary compensation for use of these photos.

13. I hereby agree that the Minor will be at all times required to comply with all rules and regulations of the Program and of the City and I accept on my behalf and on behalf of the Minor full responsibility for informing myself and the Minor of any changes to those rules and regulations.

14. I hereby agree that I am the parent(s) or legal guardian(s) of the Minor and that I am fully competent and legally able to execute this Agreement on behalf of the Minor with the intent to bind both myself and the Minor by the terms hereof.

THIS RELEASE, WAIVER, HOLD HARMLESS AND INDEMNITY FORM MUST BE SIGNED BEFORE THE MINOR MAY ATTEND AND PARTICIPATE IN THE PROGRAM.

BY SIGNING THIS AGREEMENT YOU ARE WAIVING OR RELEASING VALUABLE LEGAL RIGHTS. YOU MUST READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT.

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed this ___ day of _____, 20___

BY: PARENT OR LEGAL GUARDIAN OF MINOR (with legal authority to execute this Agreement on behalf of the Minor if the participant is under 18.)

(Sign): _____

(Print) _____ Telephone: _____

Address: _____ City _____

AND

BY: MINOR (any participant under 18 years of age).

(Sign): _____ Date of birth _____

(Print) _____ Telephone: _____

Address: _____ City _____

citylaw document version 00047247.wpd