

**DUNEDIN PARKS & RECREATION DEPARTMENT
CONSENT, RELEASE, WAIVER AND INDEMNIFICATION
FOR USE OF STIRLING SKATE PARK
CHILD**

I, _____, as the parent or guardian of the minor child _____, for myself, my heirs and personal representatives, and for the heirs and personal representatives of the said minor child, hereby assume for myself and for said child, all liabilities, risks, injuries and hazards incidental to and inherent in the use of the facility known as THE CITY OF DUNEDIN STIRLING SKATE PARK (the "Facility") at all times that such child is physically present on or participates in any activities at the Facility. I represent that I am the natural parent or legal guardian of such child and have full and lawful authority to execute this Consent, Release, Waiver and Indemnification on behalf of said child, binding myself and the said child and the child's heirs and personal representatives to the undertakings herein set forth. I acknowledge the fact that skateboarding and inline skating are inherently dangerous activities and that I have assumed for myself and for the said child the risks and dangers inherent in participating in those activities and acknowledge that those dangers and risks are characteristic of, intrinsic to and an integral part of skateboarding and inline skating. I acknowledge and accept responsibility for complying with all rules and regulations regarding the use of the Facility and acknowledge having seen, read and understood those rules and regulations as they existed on the date of the execution of this instrument and I accept the responsibility for informing myself of any changes to those rules and regulations from time to time and on all occasions that my said child uses the Facility. I acknowledge that the use of the Facility may/does involve physical contact or other conditions where injuries to my child or others may occur. I do hereby waive, release and agree to hold harmless the City of Dunedin, its officers, agents, employees, and others sponsoring activities at the Facility for and from any claim, demand, liability, costs, suits, charges or compensation for loss or injury of any kind arising out of a loss or an injury, including losses or injuries arising from the negligence of the City of Dunedin, its agents, employees or sponsors of activities arising from the child's physical presence on or participation in activities at the Facility. I assume all risk of injury, liability, and loss arising from the child's participation in or presence at the said Facility. I acknowledge that the City of Dunedin will not assume any costs relating to any injury while the child is at the said Facility.

I hereby consent to the child being physically present at and/or participating in skateboarding or inline skating at the Facility pursuant to the provisions of Section 316.0085 F.S. This Consent shall be a continuing consent unless and until I revoke such Consent by a written document addressed to the City Manager of the City of Dunedin and sent by certified U.S. mail, return receipt requested. No oral revocation or other form of revocation shall be sufficient to withdraw this Consent.

PHOTO RELEASE

I/We hereby further give consent to the use of any photographs taken by the City of Dunedin, its employees, agents, assigns and/or elected officials of myself or my children during participation in all such events and activities. I/We agree such photographs shall be the sole property of the City of Dunedin and neither myself or the individual(s) on whose behalf this consent is signed are entitled to compensation of any kind for the use of such photographs by the City, its employees, agents, assigns, or elected officials.

This Consent, Release, Waiver and Indemnification is in consideration of the City of Dunedin permitting the child's participation in activities and use of the Facility and in further consideration of the City of Dunedin not requiring self-funded liability insurance coverage as a condition precedent to the child's participation in any activities or use of the Facility. I freely and voluntarily assume for myself and for the said child all risk of loss or injury arising from the child's participation in activities or use of the Facility, whether due to the child's negligence, or the negligence of others. I acknowledge that, absent this Consent, Release, Waiver and Indemnification, the City of Dunedin and other sponsors of activities at the Facility would not have offered the child access to the Facility because of unacceptable exposure to liability claims. I acknowledge that Section 316.0085 F.S. protects the City of Dunedin from liability claims arising from the use of said Facility, except in very limited circumstances.

Initial

I have read and understood this document and have signed 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 and the child might otherwise be entitled if the child is hurt or suffers loss at the Facility or in the event that the child causes injury or harm to other persons. I represent and warrant that I have full legal authority to execute this form for the purposes expressed herein as legal or natural guardian of the minor child.

NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN

READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF THE CITY OF DUNEDIN USES REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM THE CITY OF DUNEDIN IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND THE CITY OF DUNEDIN HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

This Release, Waiver and Indemnification form shall remain in full force and effect for all programs or events until such time as the undersigned withdraws this Release, Waiver and Indemnification form in writing and delivers the same to the City of Dunedin Parks and Recreation Department.

- 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.

I/We are representing and warranting that I/we are the parent and/or legal guardian of the child(ren) registered for any activities and are fully authorized to sign this waiver, release, and hold harmless. I/We are executing this release by electronic signature technology and such electronic signature shall act as my/our legal signature(s) on this release and shall be treated in all respects as an original, handwritten signature.

By signing below, I/WE represent that I/WE have read this release and waiver and am executing this release of MY/OUR own free act and will.

_____	_____
Signature (Parent or Guardian)	Date
_____	_____
Print (Parent or Guardian)	Date

Initial

