

**CITY OF LAKELAND, PARKS AND RECREATION DEPARTMENT
WAIVER AND RELEASE OF LIABILITY**

PLEASE READ CAREFULLY BEFORE SIGNING

For and in consideration of the permission granted to me, or my ward, as applicable, by the City of Lakeland, to use the City of Lakeland's exercise/recreational facilities and equipment (the "Use"), I, on behalf of myself, my heirs, executors, trustees, personal representatives, wards and assigns, as applicable, do hereby fully and without any reservation of any kind whatsoever, waive, release and hold blameless the City of Lakeland and its officers, directors, agents, and employees, for any personal injury or death that I may suffer, whether by omission, commission, or negligence (INCLUDING, TO THE EXTENT PERMITTED BY LAW, INSTANCES OF RECKLESSNESS OR WHERE STRICT LIABILITY OF THE CITY MAY APPLY) of the City of Lakeland, or any of them, arising out of or resulting from the Use. In making this full, final and unequivocal release, I hereby acknowledge that the premises where the Use is occurring contains exercise/recreational equipment and fixtures that may constitute a hazardous area and can result in serious personal injury or death resulting from the use thereof, including, without limitation, collapse, falling objects, leaks, spills, tripping, slipping, falling down and other foreseen or unforeseen, known or unknown, apparent or hidden perils, hazards and conditions existing on these premises. Notwithstanding each and every such risk, peril, hazard and condition which may now or hereafter exist on the premises, I hereby acknowledge and appreciate the existence of all of such matters and hereby fully and unequivocally assume any and all such risks of personal injury or death to myself or my ward directly or indirectly associated therewith (INCLUDING, TO THE EXTENT PERMITTED BY LAW, INSTANCES OF RECKLESSNESS OR WHERE STRICT LIABILITY OF THE CITY MAY APPLY). I acknowledge and agree that my agreement to the terms hereof is a material inducement and a condition precedent to the granting of permission by the City of Lakeland. To the fullest extent permitted by laws and regulations, I, on behalf of myself, my heirs, executors, trustees, personal representatives wards and assigns, as applicable, shall defend, indemnify, and hold harmless the City of Lakeland, its officers, directors, agents, and employees from and against all claims, damages, losses, court costs and expenses, direct or indirect, including negligence (including but not limited to fees and charges of physicians, attorneys, and other professionals) relating to any personal injury or death suffered directly or indirectly by me or my ward during the Use. The parties agree that to the extent the written terms of this release conflict with Florida laws, statutes, or public policy, the written terms of this Release shall be deemed by any court of competent jurisdiction to be modified in the most limited extent possible and in such a manner as to be in full and complete compliance with all such laws, statutes, or public policy, and to not contain any unenforceable, or prohibited term or terms, such that this Release shall be fully enforceable in accordance with and to the greatest extent permitted by Florida Law.

LAST NAME: FIRST NAME: MI: DOB:
ADDRESS: GENDER:
CITY: STATE: ZIP:
PHONE 1: PHONE 2: PHONE 3:
E-MAIL:

EMERGENCY INFORMATION REQUIRED FOR PARTICIPANTS UNDER THE AGE OF 18

LAST NAME: FIRST NAME:
PHONE 1: PHONE 2: PHONE 3:

I acknowledge that I have read the foregoing and agree to be fully bound thereby.

Signature (Parent or Guardian if under the age of 18)

Date

Witness

Date