

**CITY OF LAKELAND WAIVER AND RELEASE OF LIABILITY
AND INDEMNITY**

PLEASE READ CAREFULLY BEFORE SIGNING
NOTICE OF MINOR CHILD'S PARENT OR GUARDIAN

(Pursuant to §774.301, Fla. Stat.)

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 CITY OF LAKELAND 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 LAKELAND 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 LAKELAND HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

For and in consideration of the permission granted to me, or my ward, as applicable, by the City of Lakeland, to participate in the Martin Luther King Day Parade in Lakeland, Florida on _____ 2022, (the "Parade"), I, as parent/guardian on behalf of myself, my child, my heirs, executors, trustees, personal representatives, wards and assigns, as applicable, give permission to my child to participate in the Parade and do hereby fully and without any reservation of any kind whatsoever, waive, release, hold harmless the City of Lakeland and its officers, directors, agents, and employees, for any personal injury or death that I or my child 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 participation in the Parade. In making this full, final and unequivocal release, I hereby acknowledge that the Parade 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. Notwithstanding each and every such risk, peril, hazard and condition which may now or hereafter exist during the Parade, 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, my child 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 for my child to participate in the Parade. To the fullest extent permitted by laws and regulations, I, on behalf of myself, my child, 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 Parade.

ASSUMPTION OF THE RISK AND WAIVER OF LIABILITY RELATING TO COVID-19

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. **COVID-19 is extremely contagious** and is believed to spread mainly from person-to-person contact. As a result, federal, state and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people.

The City of Lakeland has put in place preventative measures to reduce the spread of COVID-19. However, the City of Lakeland cannot guarantee that you or your child will not become infected with COVID-19. Further, participation in the City of Lakeland's Parade could increase your risk and your children's risk of contracting COVID-19.

By signing this Release and Waiver of Liability and Indemnity Agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that my child and I may be exposed to or infected by COVID-19 by participating in the Parade and that such exposure or infection may result in personal injury, illness, permanent disability and death. I understand that the risk of becoming exposed to or infected by COVID-19 through such use may result from the actions, omissions or negligence of myself and others, including, but not limited to, City employees, volunteers and program participants and their families.

I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to my child or myself (including, but not limited to, personal injury, disability and death), illness, damage, loss, claim, liability or expense of any kind ("Claims"), that I or my child may experience or incur in connection with my child's participation in the Parade. On my behalf and on behalf of my child, I hereby release, covenant not to sue, discharge and hold harmless the City of Lakeland, its officers, employees and agents of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand that this release includes any Claims based on the actions, omissions or negligence of the City of Lakeland, its officers, employees and agents, whether a COVID-19 infection occurs before, during or after participation in the Parade.

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 Waiver and Release of Liability and Indemnity 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.

By: _____
Signature of Parent/Guardian of Minor Child

DATE: _____

Printed Name of Parent/Guardian of Minor Child

Printed Name of Minor Child: _____