

CITY OF PORT ST. LUCIE
CONSENT, WAIVER AND RELEASE FORM

Section A only applies to participants 17 years and under

NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN

A. 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 PORT ST. LUCIE 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 PORT ST. LUCIE 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 PORT ST. LUCIE HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

(B) In consideration for participation in the recreation program I hereby expressly and affirmatively state that (circle one) I / my child named herein wish to participate in the recreation program. I realize that participation in this activity involves risk and injury including but not limited to, loss of future earning capacity, loss of or damage to personal property, various degrees in severity of bodily (physical) injury and even the possibility of death. I also recognize that there are many other risks of injury including serious and disabling injuries, which may arise due to my / my child's participation in this activity and that it is not possible to specifically list each and every individual risk. I understand that these risks of injury could arise out of negligent maintenance and/or negligent supervision on the part of the City of Port St. Lucie, its employees, agents and representatives in the operation of the recreation program.

However, knowing the material risk and appreciating, knowing and reasonably anticipating that other injuries and even death are a possibility, I hereby, on the behalf of myself / my child, expressly assume all the delineated risks of injury, all other possible risks of injury and even death which could occur by reason of my /my child's participation and for my child and myself, my personal representatives, executors, administrators, heirs, next of kin, successors and assigns, do hereby release, remise, and forever discharge

the City of Port St. Lucie, its agents, employees, representatives, successors and assigns of all liabilities, claims, actions, causes of action, suits, damages, costs, or expenses whatsoever, in law or in equity, which I may have or my child may have against them.

I represent that I am / my child is in satisfactory physical condition to participate in the activity. I authorize any person connected with the activity or the City of Port St. Lucie to administer any and all available first aid to me / my child, as they deem necessary. I further authorize medical transportation to a medical facility or hospital for the treatment necessary at my expense. This Waiver and Release will apply for each and every day that I / my child am/is engaged in the activity without requiring me to sign an additional form for each day or activity.

This Waiver and Release is governed by the laws of the state of Florida, and exclusive jurisdiction shall be in the Circuit Court of St. Lucie County, Florida. If any part of the agreement is determined to be unenforceable, all other parts shall be given full force and effect.

I have had the opportunity to ask questions. Any questions that I have asked have been answered to my complete satisfaction. I subjectively understand the risk of my / my child's participation in this activity and knowingly and appreciating these risks, do consent to participate / allow my child to participate, assuming all risks of injury or even death, due to said participation.

**I HAVE READ AND UNDERSTAND THIS WAIVER AND RELEASE OF LIABILITY
AGREEMENT.
I VOLUNTARILY AGREE TO ITS TERMS**

Print participant's name **Participant's phone #**

Participant's Signature Date of Birth Date

Insurance Provider

I HEREBY DECLARE, UNDER PENALTY OF PERJURY, THAT I AM THE PARENT OR LEGAL GUARDIAN OF THE NAMED PARTICIPANT AND AM AUTHORIZED TO SIGN THIS CONSENT, WAIVER AND RELEASE FORM ON BEHALF OF BOTH PARENTS AND/OR ALL GUARDIANS.

Signature of Parent/Legal Guardian Date

In the event of an emergency, please contact Relationship Phone Number