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FloridaMaritimeMuseum.org

RELEASE, WAIVER, INDEMNIFICATION, HOLD HARMLESS, AND ASSUMPTION OF THE RISK

In consideration of being permitted to attend or participate in any program, class, or activity (hereinafter “Activities”) put on by or sponsored by Florida Maritime Museum and/or The Folk School at Florida Maritime Museum (hereinafter referred to as “The Museum”), Manatee County and/or Manatee County Clerk of Circuit Court and Comptroller (hereinafter “Clerk of Courts”), the undersigned, on behalf of myself or as parent/guardian of a minor (hereinafter “I,” “me/my/myself,” “you/your/yourself,” “Participant,” or “Releasor”), hereby agrees to the following Release, Waiver, Indemnification, Hold Harmless, and Assumption of the Risk (hereinafter “Waiver”).

On behalf of myself, as well as my executors, personal representatives, administrators, agents, assigns, heirs, relatives, and next of kin, I hereby agree to release, acquit, discharge, hold harmless, indemnify, defend, and covenant not to sue the The Museum, the Clerk of Courts, Manatee County, the owners/lessors/lessees of any premises, buildings, or locations where the Activities take place, the employees, officers, directors, members, managers, agents, employees, volunteers, contractors, vendors, guests, customers, participants, and attendees of The Museum, Clerk of Court, and Manatee County, and all other persons, firms, corporations, or entities (collectively referred to hereinafter as “the Releasees”) from any and all liability, claims, demands, actions, causes of action, damages, or suits at law or in equity, for any cost, fee, attorney’s fee, judgment, expense, loss, harm, or damage to my person or property (hereinafter “Claims”), whether such Claims are known or unknown, anticipated or unanticipated, now existing or arising in the future, or based on the acts or omissions of any of the Releasees, including any misfeasance, malfeasance, negligence, or intentional acts, which Claims arise from, are connected to, or in any way relate to the undersigned’s participation in or attendance at any of the Activities put on by or sponsored by The Museum, the Clerk of Court, and Manatee County.

The undersigned specifically understands and acknowledges that I will be attending or participating in inherently dangerous Activities put on or sponsored by The Museum, the Clerk of Court, and Manatee County. The undersigned is fully aware of and is voluntarily assuming the risks and hazards associated with such activities which can include death or serious bodily injury. The undersigned agrees to exercise sound and reasonable judgment during all parts and phases of the Activities and to use, follow, and adhere to the manufacturers’ recommendations, rules, instructions, and warnings given by any instructor, staff, or representative of The Museum, the Clerk of Court, and Manatee County, and the best practices for the safe handling and use of tools, equipment, and other instruments that are part of the Activities. I further agree to pay for any and all damages, losses, or expenses caused by or in any way related to my negligence, recklessness, or willful actions.

I further authorize The Museum, the Clerk of Court, and Manatee County to use, reproduce, and/or publish photographs and/or videos, which may include audio recording, that may contain my image, likeness, and voice without any consideration, compensation, or other remuneration for any and all purposes including but not limited to publications, public affair releases, public service announcements, promotions and marketing, social media and website content, and other, related endeavors in any manner that The Museum, the Clerk of Court, and Manatee County deems appropriate. This authorization is continuous in nature and extends beyond the time of my actual participation in or attendance at any program, class, or activity.

I further understand and expressly agree that this Waiver is intended to be as broad and inclusive as permitted by law and that if any provision, line, phrase, or word of this Waiver is held invalid or otherwise unenforceable, the enforceability of the remaining provisions, lines, phrases, and words shall not be affected or impaired thereby.

Pursuant to F.S. 744.301, if minor children are going to attend, view, watch, observe, or participate in any of the Activities put on or sponsored by The Museum, the Clerk of Court, and Manatee County, you are hereby advised:

NOTICE TO 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 RELEASEES STATED ABOVE USE 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 RELEASEES 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 RELEASEES HAVE THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

I have read and understand the terms of this two (2) page Waiver, as well as the rights, obligations, duties, and responsibilities contained herein. I am signing this Waiver freely, voluntarily, knowingly, and intelligently.

Signature of Participant, or
Parent/Guardian, if Participant is a Minor

Printed Name of Participant

Date