CITY OF DELRAY BEACH
100 NW 1ST AVENUE
DELRAY BEACH, FL 33444

ACTIVITY WAIVER AND RELEASE OF LIABILITY

In Consideration of participation in the Sports Program/Class/Activity ("Program"), I, _____ (adult participant) or _____ (parent/guardian for minor participant) of _____ (minor participant) hereby knowingly, freely, and voluntarily assume all of the risks associated with participation in the Program, including but not limited to, any risks that arise from negligence or carelessness on the part of the CITY OF DELRAY BEACH, its officers, employees, agents, or volunteers (collectively the CITY). I, for myself, family, guardians, child, children, heirs, executors and administrators, agree to release, waive, discharge, and acquit the CITY of any liability, claim, and cause of action I have ever had, now have, or hereafter can, must, or may have, against the CITY in connection with or arising out of participation in the Program or use of facilities or equipment associated with the Program including but not limited to any claims caused in whole or in part from the negligence of the CITY.

I, for myself, family, guardians, child, children, heirs, executors and administrators, further agree to indemnify and hold the CITY harmless from and against any claim, demand, or cause of action of whatsoever kind or nature including attorney's fees, costs, and expenses resulting from losses sustained by third parties arising out of participant's participation in the Program or use of facilities or equipment associated with the Program including but not limited to any claims caused in whole or in part from the negligence of the CITY.

I further acknowledge, understand, and agree that to the best of my knowledge, that participant is in Good Physical Condition and has no disease or injury that would prevent participant from safely participating in the Program.

At various times, the City of Delray Beach videotapes and photographs events/programs that may be submitted to the local media. By participating in the Program, I authorize the CITY to reproduce, copy, exhibit, publish, broadcast, or distribute any and all such tapes or photographs.

The undersigned has read **all** of the above information and understands that the undersigned is voluntarily giving up certain rights by signing this waiver and release of liability form.

_____   _____   _____
Printed Name of Participant   Signature of Participant   Date

(If under 18 years, Parent or Guardian must also sign)

_____   _____   _____
Printed Name of Parent/Guardian   Signature of Parent/Guardian   Date