

**ADULT SOFTBALL/BASEBALL ACTIVITIES
RELEASE, WAIVER AND INDEMNIFICATION AGREEMENT
CITY OF ST. PETE BEACH**

NOTICE – READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF THE CITY OF ST. PETE BEACH, USES REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOU MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS THEREIN IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM YOU ARE GIVING UP YOUR RIGHT TO RECOVER FROM CITY OF ST. PETE BEACH, IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, 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 CITY OF ST. PETE BEACH, HAS THE RIGHT TO REFUSE TO LET YOU PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

I, _____ for myself, my heirs and personal representatives, hereby assume all liabilities, risks, injuries and hazards incidental to, or as a result of, participation in Adult Softball and/or Baseball practice and/or play including league activities and also including transportation to and from the said activity. I acknowledge the fact that this/these program(s) may have, and/or do involve, physical contact or other conditions or factual circumstances where physical or other injuries may occur. I do hereby waive, release and agree to indemnify and hold harmless the City of St. Pete Beach, its officers, agents, employees, the organizers, sponsors, activity supervisors, co-sponsoring organizations and participants for any claim, demand, liability, costs, suits, charges or compensation for loss or injury of any kind arising out of a loss or an injury, including losses or injuries arising from the negligence of the City of St. Pete Beach, its agents or employees and sponsors or activity supervisors, arising from my participation in the said activity. I assume all risk of injury, liability, and loss arising from my participation or presence at said activity. I acknowledge that the City of St. Pete Beach, will not assume any costs relating to any injury while I am involved in this activity.

This Waiver, Release and Hold Harmless/Indemnification Agreement is in consideration of the City of St. Pete Beach, or activity sponsor permitting my participation in the activity or program at issue and in further consideration of the City of St. Pete Beach, not requiring self-funded liability insurance coverage on my part as a condition precedent to my participation in the activity. I, freely and voluntarily assume all risk of loss or injury arising from my participation in the activity whether due to my negligence, or the negligence or intentional acts of others. I acknowledge that, absent this Release and indemnification, the City of St. Pete Beach, or other sponsors of the activity would not have offered me, the access to the activity because of unacceptable exposure to civil liability claims, or the expense of providing a program that is risk-free.

I have read and understood this document and sign it freely and knowingly, intending that it shall be fully operative and effective in all respects and that it waives legal rights to which I might otherwise be entitled if I am hurt or suffer loss during my participation in that activity.

**YOU MUST CAREFULLY READ THIS DOCUMENT BEFORE SIGNING IT.
YOU ARE WAIVING OR RELEASING VALUABLE LEGAL RIGHTS.
YOU ARE ADVISED TO SEEK THE ADVICE OF AN ATTORNEY IF YOU
DO NOT FULLY UNDERSTAND THIS DOCUMENT.**

SIGNED THIS ____ DAY OF _____, 20__.

Signed in the presence of
the following witnesses:

